

The Board of Directors of the Cedar Falls Community School District in the County of Black Hawk, State of Iowa, met in regular session pursuant to the laws and rules of said Board at the City of Cedar Falls City Hall, 220 Clay Street, Cedar Falls, Iowa, at 5:30 p.m. The meeting was called to order by the President and the roll being called there were present Susie Hines in the chair, and the following named Directors: Nate Gruber, Bett Peterson, Kim Cross, Grace Rogers, Jeff Orvis and Lowell Stutzman. Others in attendance were: Dr. Andrew Pattee, Superintendent, Denelle Gonnerman, Chief Financial Officer/Board Secretary, Amber Youngblut, Executive Director of Human Resources, and Janelle Darst, Communications. Also, in attendance: Linda Fitzgerald and Jason Lang.

Item No. 1 – Approval of the Following Consent Agenda Items:

Director Peterson moved and Director Stutzman seconded the motion to approve the consent agenda as presented:

1. The June 8, 2026, Board of Education agenda as presented.
2. Approval of the May 11th, 2026^h Board of Education Minutes
3. Approval of the bills as presented for payment as reviewed by the designated Board member, Nate Gruber
4. Approval of Human Resource Report
5. Open Enrollment
6. Approval of agreements:
 - Participation of Non Resident Students in District Activities

Human Resources Report

June 8, 2026

2025-26 School Year

New Contracts – Recommended for Approval

Teacher:

Rachel Joss	Aldrich	Special Education	BA 5	26-27SY	\$51,875
Grace Boffeli	Southdale	6 th Grade	BA 3	26-27SY	\$51,286
Stefanie Carter	North Cedar	Strat I Special Education	BA 4	26-27SY	\$51,580
Olivia Mudd	Cedar Heights	3 rd Grade	BA 3	26-27SY	\$51,286
Samantha Teply	Senior High	CAPS	CTE	26-27 SY	\$18,294
Alyson Ulbrich	Senior High	Strat II Special Education	BA 3	26-27 SY	\$51,286

Administrator:

Kimberly Graven	Director of Curriculum & Instruction	\$94,000	July 1, 2026
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**Employment with the Cedar Falls Community School District is contingent upon acceptable verification of employment, licensure, reference, education, criminal background, child and adult abuse registry, release from current contract (if applicable), and other pre-employment checks deemed necessary; projected start date of employment and salary may be revised accordingly.*

Resignations - Recommended for Approval

Teacher:

Derek Girling	Senior High	Business	EOSY 25-26
Lauren Semler-Nolte	Orchard Hill	Art	EOSY 25-26

Pursuant to Iowa Code 279.19A, 8(b), termination of or resignation from a contract with a teacher constitutes an automatic termination of or resignation from an extracurricular contract in effect between the teacher and the Board.

'EOSY': End of School Year is the final day of teacher service, as determined by the official school calendar. In the event the school year is extended due to weather make-up days, or other unanticipated causes, the Superintendent may, at his sole discretion, approve an employee request to terminate employment prior to the end of the school year if the request had been previously approved by the Board to take effect at the end of the school year.

Open Enrollment Report

June 8, 2026

Rayla Laugen	Kindergarten
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2026-27

Micah Marschke Current resident district: District requested: Effective date:	5 th Grade Waterloo Cedar Falls 2026-27
Payton Marschke Current resident district: District requested: Effective date:	6 th Grade Waterloo Cedar Falls 2026-27
Julietta Marschke Current resident district: District requested: Effective date:	10 th Grade Waterloo Cedar Falls 2026-27
Hadleigh Smith Current resident district: District requested: Effective date:	Kindergarten Hudson Cedar Falls 2026-27
Paisley Koleno Current resident district: District requested: Effective date:	4 th Grade Waterloo Cedar Falls 2026-27 - C
Maverick Koleno Current resident district: District requested: Effective date:	4th Grade Waterloo Cedar Falls 2026-27 - C
Jazlynn Lathrop Current resident district: District requested: Effective date:	Kindergarten Waterloo Cedar Falls 2026-27 - C
Marley Mummelthie Current resident district: District requested: Effective date:	2 nd Grade Waterloo Cedar Falls 2026-27 - C
Aveilow Dillard Current resident district: District requested: Effective date:	2 nd Grade Cedar Falls Waterloo 2026-27
Aaliyah Jenkins Current resident district: District requested: Effective date:	Kindergarten Cedar Falls Waterloo 2026-27
Arielle Parrow Current resident district: District requested: Effective date:	Kindergarten Cedar Falls Waterloo 2026-27
Jakayla Rogers Current resident district: District requested: Effective date:	5 th Grade Cedar Falls Waterloo 2026-27
Addison Smith Current resident district: District requested: Effective date:	10 th Grade Cedar Falls Waterloo 2026-27

Sydney Van Hauen
Current resident district:
District requested:
Effective date:

10th Grade
Cedar Falls
Choice Charter
2026-27

Denied

Devontay Lamb

8th Grade

Waterloo

Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Item No. 2 – Public Comment

No public comment.

Item No. 3 – Communications

Janelle Darst reported on the following District news activities:

- Preschool Graduation
- Congratulations to men’s and women’s state track champions and runner ups
- Senior Graduate Walk
- Commencement Celebration
- Kindergarten Round Up
- Cedar Falls Schools Foundation visit
- Math Stars
- National Science Olympiad
- 2026 Plant the Moon Challenge
- Student /Counselor luncheon
- Pat Mitchel Golf Tournament
- Open House at High School
- Shout out to Cedar Falls TV

Mrs. Darst introduced Cedar Falls Senior graduate Daniel Umemezie - National Youth Loiret. Mr. Umemezie spoke on his experience of becoming a writer and shared some poems he has written.

Item No. 4 – Secretary’s May Financial Reports

Mrs. Gonnerman reviewed with the Board the May 2026 fund balances for general, schoolhouse, student activity, and food service. President Stutzman stated the report would be filed subject to audit.

Item No. 5 – Approval for Authorization of Payment for Year-end Claim

Mrs. Gonnerman reviewed the need of approval of payment of year end claims. Director Gruber moved and Director Orvis seconded the motion that the Board of Directors of the Cedar Falls Community School District give authorization to the Chief Financial Officer for the payment of year end claims. A listing of year end claims will be submitted to the Board at the first school board meeting of the new fiscal year. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Item No. 6 – Approval for Property Loss Transfer Report

Mrs. Gonnerman reviewed the need of approval of property loss transfer in funds. Director Stutzman moved and Director Rogers seconded the motion that the Cedar Falls Community School Board of Directors approve the property loss deductible funds from the Management Fund to the following for the 2025-2026 school year: \$6,000.00 to the General Fund and \$25,000 to the Physical Plant and Equipment Levy (PPEL) Fund. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Item No. 7 – Approval 2026-2027 School Fee Schedule

Mrs. Gonnerman reviewed the fee schedule for the 2026-2027 school year. Director Peterson moved and Director Cross seconded the motion that the Cedar Falls Community School Board of Directors approve the 2026-2027 school year fees as presented. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Item No.8 – Approval of 2026-2027 Supervisors, Managers, Coordinators, Transportation, District Media Technicians, 12-month Clerical Salary and Benefit Adjustment Contract

Mrs. Youngblut reviewed the recommendation to the Cedar Falls Board of Education for an average total package wage and benefit increase of 2.92 % for employee groups in Category 1 and Category 2. The employee groups which increases will apply are as follows: Category 1 pay groups include 12-month Clerical, IT Technicians, bus drivers and bus mechanics. Category 2 will include Directors/Associate Directors Coordinators/ salaried Professionals, Supervisors, Managers. The total cost of compensation from the General Fund and the nutrition fund is \$129,241. It was further recommended that the Board grant the Superintendent the authority to exercise his independent discretion in deciding the changes in wages or salary for individual employees within each employee group, so long as the total cost to the District does not exceed the approved average total package increase. Individual employees may receive more or less than the average total package increase.

Director Orvis moved and Director Peterson seconded the motion to approve the total package increases as presented for each employee group identified in category 1 and category II for the 2026-2027 school year. The Board further granted the Superintendent, or designee the authority to use his or her independent discretion in allocating increases, if any, for each employee group so long as the total cost to the District does not exceed the approved cost in compensation from the General Fund and Nutrition Fund. It is the Board’s understanding and intent that this grant of authority and use of discretion by the Superintendent, designee, may result in some employees receiving more or less than the total package. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Item No. 9 – Approval of 2026-2027 Administrative Team Salary/Benefit Adjustment

Dr. Pattee reviewed the recommendation to the Cedar Falls Board of Education for an average total package wage and benefit increase of 2.81% for a total cost of compensation of \$106,458 for administrators including Cabinet Level Administrators, Principals and Associate Principals (excluding the Superintendent). It was further recommended that the Board grant the Superintendent the authority to exercise his independent discretion in deciding the changes in wages or salary, if any, for individual employees with in that employee group so long as the total cost to the District does not exceed the approved total package.

After discussion, Director Rogers moved and Director Gruber seconded the motion to approve the total package increase as presented for the Cabinet Level Administrators, Principals and Associate Principals, excluding the Superintendent for the 2026-2027 school year. The Board further granted the Superintendent, or designee the authority to use his independent discretion in allocating increases, if any, for the employee group so long as the total cost to the District does not exceed the approved total package increase for the group as whole. It is the Board’s understanding and intent that this grant of authority and use of discretion by the Superintendent may result in some employees receiving more or less than the total package. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Item No. 10 – Approval of First Reading of Board Policies

Dr. Pattee reviewed the procedures for policy review. Director Cross moved and Director Rogers seconded the motion that the Cedar Falls Community School Board of Directors approve the first reading of Board policies as presented. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.

Policy Title: ***Public Participation in Board Meetings*** Code No. ***204.4.1***

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board may set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. Citizens wishing to address the board, or wishing to bring a petition to the board, must notify the Board President and/or superintendent ~~prior to the board meeting~~ **before 4:00 pm on the day of the meeting**. Those wishing to address the board, or bring a petition to the board, will follow the same procedures outlined in the regulations. The board has the discretion to limit the amount of time set aside for public participation.

If the pressure of business or other circumstances dictate, the board president may decide to suspend this practice. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the Board meeting will not be interfered with or disrupted. Only those speakers who follow regulations and are recognized by the board president will be allowed to speak. Comments by others are out of order. If disruptive, the individual causing disruption may be asked to leave the board meeting.

Policy Title: **Administrative Positions** Code No. **306.1**
The school district will have, in addition to the Superintendent, the following administrative positions: ~~Associate Superintendent~~, **Executive Director of Secondary Education**, **Executive Director of Elementary Education**, Executive Director of Human Resources, Executive Director of Student Services, ~~Executive Director of Special Programs~~, and Chief Financial Officer.

These administrators will work closely with the superintendent in the day-to-day operations of the school district.

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

Policy Title: **Leaves of Absence** Code No. **402.3**
Leaves of absence may be set forth in a collective bargaining agreement, handbook, or individual employment contract approved by the Board of Education. This policy delineates leaves of absence for employees not covered by a collective bargaining agreement.

To the extent a group of employees has a recognized collective bargaining unit, the provisions of the collective bargaining agreement regarding leaves of absence, if any, shall apply. If a specific leave provision within this policy is not addressed in a collective bargaining agreement, the provision of this policy shall also apply to employees within the collective bargaining unit.

Sick Leave

All regular full and part time employees, except teachers, shall be granted paid leave of absence for personal illness, injury, or associated treatment each consecutive service year in the following amounts:

- 1st full school year: 13 days
- 2nd full school year: 15 days
- Thereafter: 18 days

Teachers shall be granted 20 days of leave for personal illness, injury or associated treatment per consecutive service year. Temporary employees shall not be granted paid sick leave.

Unused sick leave days may be accumulated to a maximum of 95 contract days, including the current year allocation. Accrued but unused sick leave is not “paid out” upon termination of employment, and shall not be reinstated if an employee later returns to the District.

Sick leave days will be prorated for employees who are not contracted for or who do not work a full contract year. Part-time employees shall be granted a pro-rata amount of sick leave based upon the ratio of the number of hours they work to 40 hours. Any individual employed on the basis of less than five days per week shall be granted a pro-rated amount of sick leave.

Up to a maximum of ~~six~~ **eight** days of paid sick leave may be approved under the following circumstances; such days will be deducted from the employee’s personal sick leave balance:

- Leave for the parent of a new born or newly adopted child
- Illness, injury, or medical treatment for a member of the employee’s immediate family.

Up to a maximum of one day of paid sick leave may be approved under the following circumstances; such days will be deducted from the employee’s personal sick leave balance:

- **Routine medical, dental, or vision treatments for the employee or employee’s immediate family.**

“Immediate family” is defined as: a spouse, parent (including step relationships), or child (including step, adopted, foster, and legal guardian).

(NOTE: Elective and cosmetic surgery and related procedures, including but not limited to cosmetic treatments, orthodontic consultation or treatment, lasik surgery, periodic physicals and preventative health check-ups, etc. do not qualify for paid sick leave.)

An employee making a claim for paid sick leave, either for the employee’s own illness or that of a family member, shall provide a medical report from a doctor confirming the necessity for such a leave of absence upon request of the superintendent or designee. A report may also be required to confirm fitness to return to duty.

Workers' Compensation

An employee injured or disabled on the job may be eligible to receive a weekly benefit under the Iowa workers' compensation law. If an employee receives workers' compensation benefits, the employee's accumulated sick leave will be reduced proportionate to the amount the workers' compensation benefits are to the employee's regular salary. At such time, the employee may also elect to have the workers' compensation benefits supplemented from the District by using either sick leave, vacation leave, personal leave, and/or earned compensatory time. If supplemental payments are elected, leave time will be reduced by one full day for each day of absence. When all leave time is exhausted, supplemental payments will cease.

An employee who, in the course of employment, suffers a personal injury resulting from an episode of violence toward that employee for which workers' compensation is payable, shall be entitled to have workers' compensation benefits supplemented in order for the employee to receive full salary and benefits for the shortest of:

- a) one year from the date of the disability; or
- b) the period during which the employee is disabled and incapable of employment.

Supplementation in such situations shall not be charged against sick leave, vacation time, personal leave, or earned compensatory time. The District may require the employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of this leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave.

Extended Disability Leaves of Absence

An administrator, supervisor or classified employee, except a temporary employee, who is unable to work because of personal illness or injury, and who has exhausted all paid leave available, may be granted an unpaid leave of absence and may continue all available fringe benefits at his/her own expense, except that the District shall provide benefits in accordance with the Family and Medical Leave Act.

Family and Medical Leave Act

Federal law requires the District to grant up to 12 weeks of unpaid leave per year to employees who have been employed at least 12 months and who have worked at least 1,250 hours during the preceding 12 months for the purpose of:

1. the employee's personal serious health condition,
2. caring for the employee's newly born child,
3. caring for a child placed for adoption or placement of a foster child,
4. caring for the employee's parent, spouse, or child (under 18 years of age, or 18 years of age or older and incapable of self-care because of a physical or mental disability) with a serious health condition, and
5. a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call to active duty in the Armed Forces in a foreign country.

In addition, federal law requires the District to grant eligible employees up to 26 weeks of leave during a single twelve-month period to care for a covered service member with a serious illness or injury incurred or aggravated in the line of duty on active duty.

During FMLA the District requires an eligible employee to first utilize any earned paid sick leave, vacation time or other leave provided by policy or by a collective bargaining agreement to the extent the purpose is covered by and consistent with requirements for the paid leave time. Any FMLA leave in excess of available paid leave shall be unpaid.

At the employee's option, the District shall continue the District's contributions towards health insurance on behalf of the employee for up to 12 (or 26, if applicable) weeks as if the employee were still at work. If the employee has more than 12 (or 26, if applicable) weeks of paid leave available, the District shall continue the District's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards health insurance by the date the District makes payment to the insurance carrier or within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of the leave. If the employer makes the employee-owed payments, the employee authorizes the District to offset such sums advanced against any sums owed to the employee. If the employee does not return to work at the end of the leave (except for reasons specified in the Act), the employee will be required to reimburse the District for all contributions made by the District while the employee was on unpaid leave.

Employees may request leave under the Family Medical and Leave Act for up to a total of 12 weeks per year (or a total of 26 weeks to care for a covered service member with a serious illness or injury incurred or aggravated in the line of duty). "Year" shall be defined as a 12-month period measured forward from the date an employee's first FMLA leave begins. Leave to care for a newly-born, adopted or foster child must conclude within 12 months of the birth or placement of the child. Spouses, both of whom are employed by the District, may take a combined 12-week allotment for the birth or placement of a child and/or spouses may take a combined 26-week allotment to care for a covered service member with a serious illness or injury incurred or aggravated in the line of duty. The District may require an employee to provide written certification from a health care provider when an employee requests family and medical leave for the employee's own serious health condition or to care for the employee's parent, spouse, or child with a serious health condition, or to care for a covered service member with a serious illness or injury.

Bereavement Leave

Immediate Family

Employees, except temporary employees, may be granted up to five days paid leave per occurrence in the event of the death of a member of the employee's immediate family. The "immediate family" shall include spouse, child (including step, adopted, foster or legal guardian relationship), parent, step-parent, brother, sister, step brother or step sister of the employee. The five days shall be taken within 30 calendar days of the death.

Extended Family or Close Friend

Employees, except temporary employees, may be granted up to three days paid leave per contract year in the event of the death of a member of the employee's extended family. "Extended family" for a death is defined as in-law relations (i.e. father, mother, sister, brother, son, daughter), grandparent and grandchild, or close friend. The three days shall be taken within 30 calendar days of the death.

Extended Family or Close Friend: Illness or Injury

Employees, except temporary employees, shall be granted up to a total of three days of paid leave per contract year in the event of illness or injury in the extended family or of a close friend.

"Extended family" for purposes of illness or injury is defined as sister, brother, step sister or brother, grandparent, grandchild, in-law relations (i.e. father, mother, sister, brother, son, daughter) or close friend.

Death of a Student or Employee

In the event of death of a student or employee of the Cedar Falls Community School District, the principal of the building or supervisor of the effected department may, after consultation with Director of Human Resources, grant to an appropriate number of designated employees sufficient time to attend the funeral as representatives of the District; such time shall not be debited from employee leave balances. Other colleagues who wish to attend the funeral shall request applicable leave.

Personal Leave

Employees, except administrators and temporary employees are allowed up to two days of paid leave per year for personal leave. Personal leave may be granted for routine doctor or dental appointments including physicals, dental visits, well-baby appointments, preventive health checkups; visits with financial or legal advisors; or such other purposes as the employee may determine. Personal leave days may be accumulated up to four days, including the current year allotment.

Personal leave shall be taken by Classified Employees (except para educators, food service and bus drivers in one hour, one-half day, or full day increments. Para educators, food service, bus drivers and teachers may take personal leave in one-half day or full day increments. Personal leave days may be accumulated up to four days, including the current year allotment.

Personal leave may be requested for use at a time that extends a vacation or holiday. Personal leave shall not be granted for teachers on days scheduled for state mandatory testing; days scheduled for end of semester or end of year exams; days scheduled for building or district-wide parent/guardian conferences; or during the first five or last two service days of the school year. Generally teachers should avoid requesting personal leave on a day scheduled for district-wide or building level professional development

Unused personal leave days, which exceed the maximum accrual, shall roll into a separate leave category to be used for "disruptive life events" after other applicable sick leave, extended family or close friend illness or injury leave, bereavement leave or personal leave has been exhausted. Disruptive life events are specified as: threat to personal property from fire, flood, wind, and/or recovery from such events; personal illness or injury; illness, injury or death in the immediate or extended family or close friend; closure of a day care or adult care facility in compliance with county, state or federal regulations. Any days accrued for disruptive life events are not available to be used as personal leave days and shall not be paid out upon termination from employment.

Military Leave

Leaves for military service will be granted in accordance with applicable law which provides that employees (other than employees employed temporarily for six months or less) who are members of the national guard, organized reserves or any component part of the military, naval, or air force or nurse corps of Iowa or of the United States, or who may be otherwise inducted into the military service shall, when ordered by proper authority to service, be entitled to a leave of absence for the period of such service, and without loss of pay for the first 30 calendar days of such leave of absence.

Jury Duty and Subpoena Leave

Employees called for jury service, or subpoenaed in a civil or criminal court proceeding on a matter related to their employment with the District, shall be permitted to be absent from duties. Pay received for jury or witness service, except travel expense, shall be remitted to the District. In order to receive payment, the employee must give at least two days' prior notice of the summons for service or subpoena, and must furnish satisfactory evidence that such service was performed on the days for which payment is claimed. An employee not required to perform duty all day shall return to work.

Conference Leave

An employee appointed by the appropriate director to represent an area of service or instruction or the District, will be granted leave with pay to attend educational conferences or conventions. All approved costs will be borne by the District.

An employee approved by the appropriate director to attend an educational conference or convention directly or closely related to the employee's area of service shall be eligible for leave with pay. In such instances, the District shall provide a substitute, if necessary, and may partially or wholly reimburse the employee for approved expenses (depending upon factors which include, but are not limited to, the nature of the conference, the number of persons attending, and the costs related to the attendance).

An employee who is an officer or participant of a curriculum specialty event, conference, or convention may attend with pay if approved by the appropriate director. In such instances, the District shall pay for the cost of any required substitute, but will not reimburse the employee for any conference/convention-related expenses.

Requests for approval for leaves described in paragraphs two and three of this section must be made to the appropriate director at least two weeks before the beginning of the leave.

Public Office Leave

Leaves of absence for service in an elected municipal, county, state or federal office shall be granted in accordance with applicable law. The leave of absence shall be without pay or benefits and shall not exceed six years. The employee may continue all fringe benefits in effect for the duration of the leave at his/her own expense. In addition, an employee who becomes a candidate for elective public office shall be granted a leave commencing within 30 days prior to a contested primary, special, or general election and continuing until the day after the election. The employee shall first use any earned compensatory time, then vacation and personal leave time and then unpaid leave. An employee who is a candidate for any elective public office shall not campaign while on duty as an employee.

Other Absences

Leaves of absence for reasons other than those listed above, or in excess of the number of days allowed, may be granted by the superintendent or designee. The employee shall have deducted from his/her salary an amount equal to one day's pay for each day of absence. The District shall not continue fringe benefits, but the employee may continue the fringe benefits for the duration of the leave at his/her own expense, except that the District shall provide benefits in accordance with the Family and Medical Leave Act.

Waiting Period

Upon initial employment, new employees will be subject to a 30-day waiting period before paid leave may be used, excluding vacation accrual, where applicable, which shall begin accruing upon the first day of employment. Leave will become available on the first payroll date following completion of the 30-day waiting period. This waiting period does not apply to legally mandated leaves, including but not limited to leave required under the Family and Medical Leave Act or Iowa Workers' Compensation law.

The superintendent or designee may grant a deviation from the 30-day waiting period under appropriate circumstances.

Discipline

Absences for reasons other than those provided for in this policy or in a negotiated agreement, or failure on the part of the employee to follow procedures for requesting leave of absence, failure of the employee to provide reasonable evidence confirming the necessity for the leave of absence following request by the District, failure of an employee to return to work on the specified date following the leave of absence, failure to communicate in a timely manner an inability to return to work on the specified date following the leave of absence, or failure to provide a legitimate reason for failing to return on the specified date following the leave of absence, or submitting a false or misleading explanation for the leave may be grounds for disciplinary action, including dismissal.

A. District Notice

1. The District will post a notice regarding family and medical leave.
2. Information on the Family and Medical Leave Act and on the Board of Education policy on family and medical leave, including leave provisions and employee obligations, will be provided annually.
3. When an employee requests family and medical leave, the District will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week (or 26 week) entitlement;
 - b. a reminder that an employee requesting family and medical leave for his/her serious health condition or for that of an immediate family member or for that of a covered service member must furnish medical certification of the serious health condition and notice of the consequences for failing to do so;

- c. an explanation of the employee's right and obligation to substitute paid leave for family and medical leave, including a description of when the District requires substitution of paid leave and the conditions related to the substitution; and
- d. a statement notifying the employee that the employee must pay, and must make arrangements for paying, any premium or other payment to maintain health or other benefits, as applicable.

B. Eligible Employees

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

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

- 1. The District has more than 50 employees on the payroll at the time leave is requested;
- 2. The employee has worked for the District for at least 12 months or 52 weeks (the months and weeks need not be consecutive); and
- 3. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.

Employee Requesting Leave -- Two Types of Leave.

- 1. *Foreseeable family and medical leave.*
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. The employee must give at least 30 days' notice for foreseeable leave. Failure to give the notice may result in the leave beginning 30 days after notice is received.
 - c. Employees must consult with the District prior to scheduling planned medical treatment leave to minimize disruption to the District. The scheduling is subject to the approval of the health care provider.
- 2. *Unforeseeable family and medical leave.*
 - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
 - b. The employee must give notice as soon as possible but no later than one to two work days after learning that leave will be necessary.
 - c. A spouse or family member may give the notice if the employee is unable to personally give notice.

D. Eligible Family and Medical Leave Determination

The District may require the employee to provide reasonable documentation or a statement of family relationship.

- 1. *Six purposes.*
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition; the child must be under 18, or, if over 18, incapable of self-care because of a mental or physical disability;
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;

- e. Any qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
 - f. To care for the employee's spouse, child, parent, or a person to whom the employee is next of kin who is a member of the Armed Forces ~~or~~ who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or on the temporary disability retired list for a serious injury or illness sustained in the line of duty or on active duty.
2. *Medical certification*
- a. When required:
 - (1) Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job.
 - (2) Employees shall be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member.
 - (3) Employee shall be required to present medical certification of the spouse, child, parent or next of kin who is a covered service member.
 - b. Employee's medical certification responsibilities:
 - (1) The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.
 - (2) The District may require the employee to obtain a second certification by a health care provider chosen by and paid for by the District if the District has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the District on a regular basis.
 - (3) If the second health care provider disagrees with the first health care provider, then the District may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the District and paid for by the District. This certification or lack of certification is binding upon both the employee and the District.
 - c. Medical certification will be required 15 calendar days after family and medical leave begins unless it is impracticable to do so. The District may request recertification every 30 calendar days or as otherwise provided by law. Recertification must be submitted within 15 calendar days of the District's request.
 - d. The employee must provide certification of fitness to return to duties from the health care provider who was treating the employee with a serious health condition prior to the employee returning to work.

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

E. Entitlement

- 1. Employees are entitled to 12 weeks family and medical leave per year (12-month period), except that employees are entitled to 26 weeks family and medical leave during a single 12-month period to care for a covered service member.
- 2. The 12-month period is measured forward from the date an employee's first FMLA leave begins.
- 3. If insufficient leave is available, the District may:
 - a. Deny the leave if entitlement is exhausted; or
 - b. Award additional leave.

F. Type of Leave Requested

- 1. Continuous - employee will not report to work for set number of days or weeks.
- 2. Intermittent - employee requests family and medical leave for separate periods of time.

- a. Intermittent leave is available for:
 - (1) Birth, adoption or foster care placement of child only with the District's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child or of a serious illness or injury of covered service member when medically necessary without the District's agreement.
 - (3) A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation without the District's agreement.
- c) In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the District's operation.
 - c. During the period of foreseeable intermittent leave, the District may move the employee to an alternative position with equivalent pay and benefits. *[For instructional employees, see G below.]*
3. Reduced work schedule - employee requests a reduction in the employee's regular work schedule.
 - a. Reduced work schedule family and medical leave is available for:
 - (1) Birth, adoption or foster care placement of child only with the District's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child or of a serious illness or injury of a covered service member when medically necessary without the District's agreement.
 - (3) A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation without the District's agreement.
 - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the District's operation.
 - c. During the period of foreseeable reduced work schedule leave, the District may move the employee to an alternative position with equivalent pay and benefits. *[For instructional employees, see G below.]*

G. Special Rules for Instructional Employees

1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or in an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.
2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent of the work days in the leave period may be required to:
 - a. Take leave for the entire period or periods of the planned medical treatment; or
 - b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester do not include scheduled school breaks, such as summer, winter or spring break.
 - a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the District may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.
 - b. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the District may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.

- c. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the District may require the employee to continue taking leave until the end of the semester.
4. The entire period of leave taken under the special rules is credited as family and medical leave. The District will continue to fulfill the District's family and medical leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's family and medical leave entitlement ends before the involuntary leave period expires.

H. Employee Responsibilities While on Family and Medical Leave

1. The employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless the employee elects not to continue the benefits.
2. The employee contribution payments will be deducted from any money owed to the employee, or the employee shall reimburse the District at a time set by the superintendent or designee.
3. An employee who fails to make the health care contribution payments within 30 calendar days after they are due will be notified that his/her coverage may be canceled if payment is not received within an additional 15 calendar days.
4. An employee may be required to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member or of a serious injury or illness of a covered service member once every 30 calendar days or as otherwise provided by law and to return the certification within 15 calendar days of the request.
5. The employee must notify the District of the employee's intent to return to work at least once each month during leave and at least two weeks prior to the conclusion of the family and medical leave.

If an employee intends not to return to work, the employee must immediately notify the District, in writing, of the employee's intent not to return. The District will cease benefits upon receipt of this notification.

I. Use of Paid Leave for Family and Medical Leave

An employee shall substitute unpaid family and medical leave with any paid leave available to the employee, which is applicable to the reason for family and medical leave, under Board of Education policy or a collective bargaining agreement. Paid leave includes sick leave, family illness leave, emergency leave, paid vacation, and/or personal leave. When the District determines that paid leave is being taken for a FMLA reason, the District will notify the employee within two business days (if feasible) that the paid leave will be counted as FMLA leave.

J. Definitions

The following definitions shall apply to the District's policy and regulations on family and medical leave:

1. *Common Law Marriage* - according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.
2. *Contingency Operation* - means a military operation that: (1) is designated by the U.S. 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 (2) results in the call or order to, or retention on, active duty of members of the uniformed services under applicable law during a war or during a national emergency declared by the U.S. President or Congress.
3. *Continuing Treatment* - a serious health condition involving continuing treatment by a health care provider includes one or more of the following:
 - a. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.

- a. Any period of incapacity due to pregnancy or for prenatal care.

Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - continues over an extended period of time (including recurring episodes of a single underlying condition);
- and
- may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- d. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
4. *Covered Service Member* – a 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 out-patient status, or is otherwise on the disability retired list, for a serious injury or illness.
5. *Eligible Employee* - an employee of the District which has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the District for at least twelve months and has worked at least 1,250 hours within the previous year.
6. *Essential Functions of the Job* - those functions which are fundamental to the performance of the job. It does not include marginal functions.
7. *Employment Benefits* - all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan."
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8. *Family Member* - individuals who meet the definition of son, daughter, spouse or parent.
9. *Group Health Plan* - any plan of, or contributed to by, an employer (including a self-insured plan) to provide health care (directly or otherwise) to the employer's employees, former employees, or the families of such employees or former employees.
10. *Health Care Provider* -
- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; or
 - c. Nurse practitioners and nurse-midwives who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; or
 - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts; or

- e. Any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; or
 - f. A health care provider as defined above who practices in a country other than the United States who is licensed to practice in accordance with the laws and regulations of that country.
- 11. *In Loco Parentis* - individuals who had or have day-to-day responsibilities for the care and financial support of a child not their biological child or who had the responsibility for an employee when the employee was a child.
 - 12. *Incapable of Self-care* - that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" or "ADLs." Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
 - 13. *Instructional Employee* - an employee employed principally in an instructional capacity by an educational agency or school whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.
 - 14. *Intermittent Leave* - leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave or periods from an hour or more to several weeks.
 - 15. *Medically Necessary* - certification for medical necessity is the same as certification for serious health condition.
 - 16. *Needed to Care For* - the medical certification that an employee is "needed to care for" a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.
 - 17. *Next of Kin* – the nearest blood relative of that individual.
 - 18. *Out-patient Status* – with respect to a covered service member, means the status of a member of the Armed Forces assigned to a medically necessary treatment facility as an out-patient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as out-patients.
 - 19. *Parent* - a biological parent or an individual who stands *in loco parentis* to a child or stood *in loco parentis* to an employee when the employee was a child. Parent does not include parent-in-law.
 - 20. *Physical or mental disability* - a physical or mental impairment that substantially limits one or more of the major life activities of an individual.
 - 21. *Reduced leave schedule* - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.
 - 22. *Serious health condition* - an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or
 - b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:
 - A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery therefrom) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- * Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- * Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

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

and

- Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regime of continuing treatment for purposes of FMLA leave.
- Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
- Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on a referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
- Absences attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

23. *Serious Injury or Illness* – in the case of a member of the Armed Forces, means an injury or illness incurred in the line of duty or on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
24. *Son or daughter* - a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.
25. *Spouse* - a husband or wife recognized by Iowa law including common law marriages.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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, 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 whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status 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: (1) 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*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

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.

Eligibility Requirements

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

***Special hours of service eligibility requirements apply to airline flight crew employees.**

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 on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- 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.

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



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
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U.S. Department of Labor
Wage and Hour Division



Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See [Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act](#).

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See ["FMLA Special Rules for Returning Reservists"](#).

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. *See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA.* For information on certification requirements for military family leave, *See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.*

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. *See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .*

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA.*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

proceeding, related to the FMLA. *See Fact Sheet 77B: Protections for Individuals under the FMLA.* The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website:

<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

FAMILY AND MEDICAL LEAVE REQUEST FORM

Date: _____

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

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

- _____ for a qualifying exigency arising out of fact that my spouse is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- _____ for a qualifying exigency arising out of fact that my child is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- _____ for a qualifying exigency arising out of fact that my parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- _____ to care for my spouse who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury
- _____ to care for my child who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury
- _____ to care for my parent who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury
- _____ to care for a person to whom I am next of kin who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

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

_____ Continuous

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

_____ Intermittent leave for the:

- _____ birth of my child or adoption or foster care placement subject to agreement by the District
- _____ serious health condition of myself, parent, or child when medically necessary
- _____ qualifying exigency arising out of the fact that my spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation
- _____ to care for my spouse, child, or parent, or a person to whom I am next of kin, who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

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
- _____ qualifying exigency arising out of the fact that my spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation
- _____ to care for my spouse, child, or parent, or a person to whom I am next of kin, who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

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 District operations.

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions shall be deducted from moneys owed me during the leave period. If no monies are owed me, I shall reimburse the District by personal check (cash) for my contributions. I understand that I may be dropped from the employer-sponsored benefit plans for failure to pay my contribution.

I agree to reimburse the 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.

Signed _____

**Notice of Eligibility and Rights &
Responsibilities
(Family and Medical Leave Act)**

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 2/28/2015

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- ☐ The birth of a child, or placement of a child with you for adoption or foster care;
- ☐ Your own serious health condition;
- ☐ Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- ☐ Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- ☐ Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- ☐ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- ☐ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
- ☐ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
- ☐ You have not met the FMLA's hours of service requirement.
- ☐ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the
FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- ☐ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is/ _____ is not enclosed.
- ☐ Sufficient documentation to establish the required relationship between you and your family member.
- ☐ Other information needed (such as documentation for military family leave): _____
- _____
- _____
- ☐ No additional information requested

CONTINUED ON NEXT PAGE

Form WH-381 Revised February 2013

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- _____ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- _____ You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- _____ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We _____ have/_____ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- _____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____.
(Indicate interval of periodic reports, as appropriate for the particular leave situation)

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January – December).
 - _____ a fixed leave year based on _____.
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ sick, _____ vacation, and/or _____ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Form WH-381 Revised February 2013

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



(When completed, this form goes to the employee, **Not to the Department of Labor.**)

OMB No.: 1215-0181
Expires: 09-30-2010

1. Employee's Name

2. Patient's Name (If different from employee)

3. Page 4 describes what is meant by a "**serious health condition**" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None of the above _____

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

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**² if different):

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

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated² and the likely duration and frequency of **episodes of incapacity**²:

¹ Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

² "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

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

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

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

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

-
7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

- b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

- c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**?

8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

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

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

Employee Signature

Date

A “**Serious Health Condition**” means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity² of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

- (1) **Treatment**³ **two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment**⁴ under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause **episodic** rather than a continuing period of incapacity² (*e.g.*, asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity**² which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of Incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

³ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴ A regimen of continuing treatment includes, for example, a course of prescription medication (*e.g.*, an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.

Policy Title: *Compensation and Salary Basis* Code No. *402.4*

Wages and Salaries

The Board of Education shall establish salary schedules and rates of pay for the several positions in the District not covered by a collective bargaining agreement. Wages and salaries shall be negotiated with properly certified bargaining representatives for employees who are covered by a collective bargaining agreement.

Changes to Wage Rates and Salaries for Individual Employees

Changes to wage rates and salaries for employees covered by a collective bargaining agreement shall be in accordance with that agreement. Individual changes to the salary schedule and rates of pay set by the Board for individual employees not covered by a collective bargaining agreement may be determined by the Superintendent in consultation with the Executive Director of Human Resources and the Chief Financial Officer. Wages and salaries will be reviewed at least annually and may be increased, frozen or decreased if there is a valid and legal basis to do so.

Overtime

Non-exempt employees shall be compensated on an hourly basis, which is at least the minimum wage set by federal or state law, whichever is higher. Over-time work must have the prior approval of the employee's supervisor. Failure to obtain approval shall result in disciplinary action. Non-exempt employees shall be compensated at one and one-half times their regular hourly wage rate for work over 40 hours in a work week, or shall be granted compensatory time at one and one-half time for work over 40 hours a work week. The District may require that the employee take compensatory time rather than over-time pay provided the employee is notified of this requirement prior to working the over-time hours. A work week shall run from Sunday at 12:01 a.m. to the following Sunday at 12:00 a.m. Holidays, paid vacations and paid leaves of absence shall not count towards the 40 hours for purposes of computing overtime, unless a collective bargaining agreement provides otherwise. Non-exempt employees shall complete daily time records showing actual time worked, or shall be required to use a time-clock. All time actually worked shall be paid. The time records shall be signed if requested. Failure of the employee to maintain such records or falsification of such records will be grounds for disciplinary action.

Salary Basis

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. The FLSA also exempts certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than the amount set by the U.S. Department of Labor. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than the amount set by the U.S. Department of Labor on a salary basis. These salary requirements do not apply to teachers, counselors, librarians, academic administrators i.e., those whose primary duty is performing administrative functions directly related to academic instruction or training, or employees whose primary duty is teaching, tutoring, instructing, or academic functions directly related to academic instruction or training, and exercise independent judgment. Exempt computer employees may be paid at least the amount set by the U.S. Department of Labor on a salary basis or on an hourly basis at a rate not less than the amount set by the U.S. Department of Labor.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment, for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made to the extent permitted by law.

Pay Deductions for Leaves of Absence

The District provides a variety of leaves of absence to allow ~~non-exempt~~ **employees** to be absent from work. As a public employer, the District is expected to record and monitor the work that employees perform and to conform to principles of public accountability in its compensation practices. Therefore, it is the policy of the District that when ~~an non-exempt~~ employee is absent from work for less than one work day, the employee's pay will be reduced or the employee will be placed on leave without pay if:

- the employee has not sought permission to use paid leave for this partial-day absence;
- the employee has sought permission to use paid leave for this partial-day absence and permission has been denied;
- the employee's accrued paid leave has been exhausted. ~~or~~
- ~~the employee chooses to use leave without pay.~~

In each case in which a non-exempt employee is absent from work for part of a work day, a deduction from compensation will be made or the employee will be placed on leave without pay for a period of time which is equal to the employee's absence from the employee's regularly scheduled hours of work on that day.

In no event shall the total number of days subject to pay deduction under this policy exceed three (3) days per school year without prior approval from the superintendent or designee.

Compliance

It is District policy to comply with all applicable laws with respect to payments of wages, salaries, and benefits to employees, including the Fair Labor Standards Act, including specifically the salary basis requirements of the FLSA, and the Iowa Wage Payment Collection Act. Therefore, all administrators and supervisors are prohibited from making any improper deductions from the salaries of employees. Employees are to be aware of this policy and that the District does not allow deductions that violate federal or state law.

If an employee believes that an improper deduction has been made to the employee's salary, or that proper payment has not been made, the employee should immediately report this information in writing to

the Chief Financial Officer. Reports of improper deductions or payments will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made. This procedure is in addition to any other complaint process that may also be available to employees.

Policy Title: *Administration of Medication to Students* Code No. 506.1.1

The Board recognizes that some students may need prescription and non-prescription medication to participate in their educational program. It is the responsibility of the parent or legal guardian to ensure that the school receives properly authorized medication. Medication shall be administered and accessed only by the school nurse, health assistant, or, in the absence of health office staff, by a person who has completed the Iowa School Medication Management course. A medication administration course and periodic update shall be overseen by a registered nurse, and a record of course completion shall be kept on file by the district.

Medication shall not be administered without authorization from the parent or legal guardian. Authorization shall include the student's name, date of request, medication name, administration instructions, and authorizing signature. The medication must be in the original labeled container, either as dispensed by the pharmacist or as sold by the manufacturer. Dosing directions must be within the

Manufacturer's directions for Use on the product label. All medications provided by the parent shall be in an unopened container within the expiration date for use.

- The District **may** provide Acetaminophen 325mg-650mg for oral dosing every four to six hours as needed during instructional hours to secondary students (grades 7-12) with authorization from the parent or legal guardian.
- The District **may** provide 1-2 tabs of Calcium Carbonate per day as needed during instructional hours to secondary students (grades 7-12) with authorization from the parent or legal guardian.
 - The District will provide up to 5 doses of each medication (Acetaminophen and Calcium Carbonate) per school year. If students need more frequent doses, parents will be contacted and asked to provide a supply to be kept in the health office.
- The District will not provide Acetaminophen **or** Calcium Carbonate for elementary students (grades PK-6).

A record of the administration of medication shall be kept for each student receiving medication and shall include:

- Date
- Student's name
- Medication
- Medication dosage
- Administration time
- Administration method
- Signature and title of person administering medication
- Any unusual circumstances, actions or omissions

By law, the school district shall permit students with asthma or other airway constricting disease or students with risk of anaphylaxis to self-administer their medication or use an epinephrine auto-injector, as the case may be, upon authorization of their parent or guardian and prescribing licensed health care professional in writing. Students may self-administer prescription medications with written authorization of the student's parent or legal guardian and physician upon a showing of competency in accordance with law. These authorizations will be on file in the health office and will be renewed annually for continuation by the school nurse. Pursuant to state law, the school district and its employees are to incur no liability, except for gross negligence, as a result of an injury arising from self-administration of medication or use of an epinephrine auto-injector by the student. The parent or legal guardian of the student shall sign a statement acknowledging that the school district is to incur no liability, except for gross negligence, as a result of self-administration of medication or use of an epinephrine auto-injector by the student as established by Iowa Code Section 280.16. The school district and its employees, acting reasonably and in good faith, shall incur no liability for any improper use of medication or for supervising, monitoring, or interfering with a student's self-administration of medication.

Cedar Falls Schools Health staff will follow the Iowa Nurse Practice Act standards. FDA-approved non-medication treatments will ONLY be administered at school with written orders from a physician, as defined in the State of Iowa.

Medication shall be stored in a secure area unless an alternate provision is documented. The parent or legal guardian is responsible for providing safe delivery of medication and equipment to and from school and to pick up remaining medication and equipment at the end of the school year or whenever it is no longer needed at school. Emergency protocols for medication-related reactions and uncommon medication administration situations shall be posted in the area where medications are administered. Medication information shall be confidential information not subject to disclosure except as provided by law.

The superintendent or designee shall be responsible, in conjunction with the school nurse, for developing rules and regulations governing the administration of medication, prescription and non-prescription, to students. Annually, each student shall be provided with the requirements for the administration of medication at school. The parent/guardian must notify school officials immediately if any changes occur in the administration of medication during the school year.

Policy Title: **School Nutrition Program Purchasing Procedures** Code No: **705.3**

It shall be the responsibility of the superintendent or designee to approve purchases, except those authorized by, approved by or requiring direct board action. The superintendent may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered when in the opinion of the superintendent it is prudent to do so.

Federal laws and regulations require state agencies and school authorities to comply with a host of requirements and rules specifically addressing procurement of goods, products, and services for School Nutrition Programs. The School Food Authority (SFA) determines the type of goods or services needed, the quantity for goods or frequency (for services) needed, the quality needed, any special requirements for any of the items, the date by which delivery is needed, the location(s) to which delivery will occur, and the legality of the procurement process.

Procurement Methods

Micro-purchase threshold not to exceed USDA Threshold (~~\$3,500 for FY17~~ **\$15,000)**

Micro-purchases do not require obtaining quotes. Staff must keep a log or file to document purchased item, price and vendor, must distribute micro-purchases equitably among qualified suppliers and may be awarded without soliciting competitive quotations if the SFA considers the price to be reasonable.

Informal, small purchase threshold between Micro-purchase threshold and ~~\$50,000~~ **<\$250,000**

The superintendent or designee shall follow District non-construction purchasing procedure policy as amended.

Formal, large purchase threshold greater than ~~\$50,000~~ **>\$350,000**

The superintendent or designee shall follow District non-construction purchasing procedure policy as amended.

Non-competitive proposal

This is a procurement method used when competition is deemed inadequate or impossible due to public exigency or emergency. Negotiations must include both price and terms using the same procedures that would be followed for competitive proposals. Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed solicitation, or competitive proposals and one of the following applies:

The item is available only from a single source.

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- The awarding agency authorizes non-competitive proposals.
- After solicitation of a number of sources, competition is determined inadequate.
- All non-competitive proposals must be approved by the Bureau of Nutrition and Health Services, Iowa Department of Education prior to requesting proposal.

Bidding guidelines and requirements shall follow the Cedar Falls Community School District's non-construction purchasing procedure policy as amended or Federal guidelines, whichever is most restrictive

Buy American

Cedar Falls Community School District supports the Buy American provision requiring schools to purchase, to the maximum extent practical, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and/or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with Buy American provision must still follow applicable procurement rules calling for free and open competition.

Ethics

Ethical behaviors are practices that promote free and open competition. Accurate documentation is important to demonstrate compliance with the contractual terms and the district policies. Ethical violations in the workplace are a serious matter and may result in employee disciplinary action, as per board policy, as well as potential loss of funding for the nutrition program.

The Cedar Falls Community School District seeks to provide a safe environment for students, staff, and visitors who are at risk of potentially life-threatening incidents, including opioid overdose and severe allergic reactions (anaphylaxis). Therefore, it is the policy of the district to annually obtain a prescription for an opioid antagonist and an ~~epinephrine auto-injector~~ **Epinephrine delivery system** (epi-pen) from a licensed healthcare professional, in the name of the school district, for administration by a school nurse or personnel trained and authorized to administer to a student or individual who may be experiencing an acute opioid overdose or anaphylaxis during the school day. **These prescription medications will be available pending supply availability.**

Procurement and maintenance of supply: The district shall stock a minimum of the following for each attendance center:

- One dose of opioid antagonist;
- One pediatric dose and one adult dose of epinephrine ~~auto-injector~~.

The ability to obtain an annual prescription will depend upon local medical provider's policies and willingness to collaborate with the district. The ability to replace expired medications will depend on supply availability.

The supply of such medication shall be maintained in a secure, dark, temperature-controlled location in each school building.

A school nurse or health assistant shall routinely check the stock of medication and document in a log monthly:

- The expiration date;
- Any visualized particles; or
- Color change.

Training: A school nurse or personnel trained and authorized may provide or administer any of the medication listed in this policy from a school supply to a student or individual if the authorized personnel or school nurse reasonably and in good faith believes the student or individual is having an opioid overdose or anaphylaxis. Training to obtain a signed certificate to become personnel authorized to administer an opioid antagonist and/or epinephrine injector shall consist of the requirements established by law.

Authorized personnel will be required to provide a procedural skills demonstration to the school nurse demonstrating competency in the administration of these medications to retain authorization to administer these medications.

Reporting: The district will contact emergency medical services (911) immediately after a stock ~~epinephrine auto-injector~~ **Epinephrine delivery system** or opioid antagonist is administered to a student or individual. The school nurse or authorized personnel will remain with the student or individual until emergency medical services arrive.

Within 48 hours, the district will report to the Iowa Department of Education:

- The administration of stock epinephrine or an opioid antagonist.
- Each medication incident with the administration of stock epinephrine or opioid antagonist;
- Each medication error with the administration of stock epinephrine or opioid antagonist;
 - Medication Errors include: Failure to administer medication to a student or individual by proper route, failure to administer the correct dosage, or failure to administer medication according to generally accepted standards of practice.

Within 30 days, the district will report any naloxone administration to the Iowa Department of Health and Human Services:

- Reported administration should be sent to the State Opioid Response (SOR 2) helpdesk at sor@idph.iowa.gov as an email
- The email should only include the date of administration and the outcome (was the individual able to be revived).

As provided by law, the district, board, authorized personnel, or school nurse, and the prescriber shall not be liable for any injury arising from the provision, administration, failure to administer, or assistance in the administration of an opioid antagonist or stock epinephrine, provided they acted reasonably and in good faith. The superintendent or designee may develop an administrative process to implement this policy.

Item No. 11 – Superintendent’s Report

Dr. Pattee reported on the following:

- Next Board meeting is scheduled for Monday, July 13, 2026.
- Board calendar for 2026-2027

Item No. 12 – Questions, Comments, Concerns from Board Members

Director Orvis reported he will be resigning his position as Director and thanked the Board for this opportunity.

President Hines reported the annual Board retreat will be postponed to another time.

President Hines reported the Sturgis Falls activities are on the Cedar Falls School Foundation website and encouraged everyone attend.

Item No. 13 – Work Session

The Board entered a formal work session to review topics from the March IASB visit and board policy.

Item No. 14 – Adjournment

Director Peterson moved and Director Stutzman seconded the motion to adjourn. Directors voting in favor of the motion: Hines, Gruber, Cross, Orvis, Peterson, Stutzman, and Rogers. Those voting “no” none. Motion carried.
The meeting was adjourned at 8:20 p.m.

Secretary

President