

PROFESSIONAL STAFF LEAVES AND ABSENCES
(Family and Medical Leave Act Required Notice to Employee)

To: _____ Date: _____

From: _____

On or about _____, you gave us reason to believe that you had been absent, or need to take leave, because of:

- The birth of a child or the placement of a child with you for adoption or foster care;
- A serious health condition that makes you unable to perform the essential functions of your job;
- A serious health condition affecting your **spouse**, **child**, **parent**, for whom you are needed to provide care.

Our present understanding is that this absence began or will begin on _____ and that it concluded or will conclude on or about _____

Except as explained below, if you are an "eligible" employee, you have a right under the Family and Medical Leave Act (FMLA) for up to 12 weeks of FMLA-protected leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and 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 leave. 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, or (2) 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. FMLA protections apply to both the paid (if any) and unpaid (if any) portions of FMLA-qualifying leave. See district policy GCBDA for more information.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are **eligible** **not eligible** for leave under the FMLA.
2. The leave **will** **will not** be counted against your annual FMLA leave entitlement.

FILE: GCBDA-AF1
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3. This is a (*check a, b or c, as appropriate*)
- a. preliminary designation of FMLA qualification, subject to:
 - medical certification of the serious health condition
 - more information about the birth/placement/adoption
 - b. revocation of a previous preliminary designation, based on lack of certification
 - c. final designation based on the certifications (if any) and other information you provided
4. You **will** **will not** be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ (date must be at least 15 days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted. If you fail to submit a valid medical certification of a serious health condition, your absence may not be protected leave from work under the FMLA. The consequences of failing to qualify for FMLA leave is that some (or all) of the absence may be a legitimate matter of consideration by us in making employment decisions, including disciplinary actions, under the policies of this district.
5. You may elect to use your accrued paid leave for FMLA-protected absences. We **will** **will not** require that you apply your accrued paid leave to this FMLA-designated leave. If paid leave will be used, the following conditions will apply: _____

6. a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (*Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.*) _____

- b. 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 in a timely manner, your group health insurance may be canceled, *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.

We **will** **will not** pay your share of health insurance premiums while you are on leave.

c. We **will** **will not** do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave.

If we do pay your premiums for other benefits, when you return from leave you **will** **will not** be expected to reimburse us for the payments made on your behalf.

7. You **will** **will not** be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.

8. a. You **are** **are not** a "key employee" as described in ' 825.218 of the FMLA regulations. If you are 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.

b. 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. *(Explain (a) and/or (b) below. See ' 825.219 of the FMLA regulations.)*

9. While on leave, you **will** **will not** be required to furnish us with periodic reports every _____ *(indicate interval of periodic reports, as appropriate for the particular leave situation)* of your status and intent to return to work *(see ' 825.309 of the FMLA regulations)*.

If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the previous page of this form, you **will** **will not** be required to notify us at least two (2) working days prior to the date you intend to report for work.

10. You **will** **will not** be required to furnish recertification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications as prescribed in ' 825.308 of the FMLA regulations.)*

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11. You **are** **are not** considered an "instructional employee" as described in ' 825.600 of the FMLA regulations. Your leave may be affected by special rules applicable to instructional employees set forth in " 825.600 - .604 of the FMLA regulations. The specific provisions we will apply in your case are *(describe leaves of particular duration, transfer in assignment, or requirement to take leave until end of term, as applicable [if at all] to employee's case)*: _____

12. Additional notices or information: _____

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Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: August 15, 2007

Revised:

Boonville R-I School District, Boonville, Missouri