

FMLA/OFLA Eligibility Notice to Employee

Date:

To:

From: _____, Superintendent

RE: Request for FMLA and/or OFLA leave

On _____(Date) you notified us of your need to take family/medical leave due to:

- 1. Because of the birth of your child, or the placement of a child with you for adoption or foster care.
- 2. A serious health condition of your _____ Spouse (individual in a marriage, including “common law” marriage, same-sex marriage or same-sex individuals with a Certificate of Registered Domestic Partnership _____ Child¹ (including the biological, grandchild, adopted, foster child or stepchild of an employee, or a child with whom the employee is or was in a relationship of “in loco parentis”), _____ Parent (biological parent of an employee or an individual who stood “in loco parentis” to an employee when the employee was a child) _____ Grandparent (OFLA leave only) _____ Parent-in-law, parent of employee’s registered domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent for which you are needed to provide care.
- 3. For a serious health condition that makes you unable to perform the essential functions of your job.
- 4. An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only).
- 5. A qualifying exigency arising from a spouse, son, daughter, or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty.
- 6. Your spouse or domestic partner has been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment;
- 7. A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, son, daughter, parent or next of kin.
- 8. For the death of a family member (OFLA only).

You notified us that you need this leave beginning on _____(Date). And that you expect leave to continue until _____(Date). The FMLA requires that you notify the district as soon as possible if dates of scheduled leave changes or are extended, or were initially unknown.

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 work weeks of unpaid leave in a 12-month period for the reasons listed above². The district will use the fiscal year (July 1-June 30) as the leave year. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12 month period to care for a qualifying service member.

¹For FMLA, the age of the son or daughter is not relevant in determining a parent’s entitlement to FMLA leave.

²Oregon Military Family Leave Act allows for 14 days of leave per deployment.

Also, your health benefits under FMLA 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 conditions as if you had continued to work. You must be reinstated to the same or in some cases, under state or federal law, to an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave. The district is not required to maintain benefits during OFLA unless provided otherwise by Board policy or collective bargaining agreement. However, all such benefits will be restored in full upon your return to the district.

If you do not return to work following FMLA and/or OFLA leave for a reason other than (1) the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA and/or OFLA leave or (2) other circumstances beyond your control, you may be required to reimburse the district for health insurance premiums paid on your behalf during your FMLA/OFLA leave.

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

1. You are eligible not eligible for leave under the FMLA, OFLA, or both.
2. The requested leave may be counted against your annual FMLA leave entitlement, OFLA, or both.
3. 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).
4. You may elect to substitute accrued paid leave for unpaid FMLA. We will will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used, the following conditions will apply: (*Explain*)
 - 5a. 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, i.e., pay periods, that specifically cover the agreement with the employee.*)
 - 5b. If the district pays any part of your share of health or other insurance benefits while on OFLA or FMLA leave the district may deduct up to ten percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).
 - 5c. You have a minimum 30-day (*or indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be canceled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during FMLA/OFLA leave as provided by Board policy and/or collective bargaining agreement, 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 FMLA and/or OFLA leave.

- 5d. We will will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA 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.
- 5e. Except as noted above, in the event you do not return to work for the district after your FMLA and/or OFLA leave and the district has paid your share of benefit premiums, you will will not be responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104(c)(2)(B) of the FMLA.
6. You will be required to present a fitness-for-duty certificate prior to being restored to employment following leave for your own serious health condition. If such certification is not received, your return to work may be delayed until the certification is provided. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.
- You will not be required to present a fitness-for-duty certificate prior to being restored to employment following leave for your own serious health condition.
- 7a. You are are not a “key employee” as described in §825.217 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. (FMLA leave only.)
- 7b. 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. (FMLA leave only.) *(Explain (a) and/or (b) below.)*
8. While on FMLA and/or OFLA 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. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you will will not be required to notify us at least two work days prior to the date you intend to report for work.
9. You will will not be required to furnish recertification relating to a serious health condition. (FMLA only.) *(Explain below, if necessary, including the interval between certifications as prescribed in §825.308 of the FMLA regulations.)*
10. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.