

BOARD'S NOTICE TO EMPLOYEE CONCERNING FMLA LEAVE

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

Building: \_\_\_\_\_ Date: \_\_\_\_\_

On \_\_\_\_\_, you notified us/we became aware of your need to take an FMLA-qualifying leave due to:

- the birth of a child and/or to care for the newborn child within one (1) year of the child's birth;
- the placement of an adopted child or foster child with you and/or to care for the newly placed child within one (1) year of the child's arrival;
- a serious health condition affecting your  **spouse**,  **child**,  **parent**, for which you are needed to provide care; or
- a serious health condition prevents you from performing the functions of your job.

The leave you are taking is  **a paid**  **an unpaid** leave of the following type:  
\_\_\_\_\_.

You notified us/we became aware that you needed this leave beginning on \_\_\_\_\_ and that the leave is expected to continue until approximately \_\_\_\_\_.

**THE REASON INDICATED ABOVE QUALIFIES YOU FOR FMLA LEAVE.**

*Except as explained below, you have a right under the Family & Medical Leave Act of 1993 for up to twelve (12) weeks of unpaid leave in a twelve (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 any health insurance premiums we paid on your behalf during your FMLA leave.*

**CHOOSE ONE OF THE FOLLOWING OPTIONS:**

**[NOTE: The following paragraphs need to be consistent with the definition of twelve (12) month period selected in Policy 4430.01. Specifically, if you selected a fixed twelve (12) month period, use the first option below; if you selected the forward looking definition of twelve (12) month period, use the second option below; and if you selected the rolling definition of twelve (12) month period, use the third option below.]**

**OPTION #1**

[ ] If this is your first FMLA leave-qualifying event during the current ( ) fiscal year ( ) calendar year, you may take up to twelve (12) weeks of leave prior to the end of the current ( ) fiscal year ( ) calendar year (i.e., prior to ( ) June 30, \_\_\_\_\_ ( ) December 31, \_\_\_\_\_).

If this is not your first FMLA leave-qualifying event during the current ( ) fiscal year ( ) calendar year, you may take leave for up to the difference between your prior FMLA leave and twelve (12) weeks before the end of the current ( ) fiscal year ( ) calendar year. This ( ) fiscal year ( ) calendar year you have taken \_\_\_\_\_ days of FMLA leave. Therefore, you have \_\_\_\_\_ days of FMLA leave available prior to ( ) June 30, \_\_\_\_\_ ( ) December 31, \_\_\_\_\_).

**OPTION #2**

[ ] If this is your first FMLA leave-qualifying event in the last twelve (12) month period, your anniversary date for purposes of your immediate Family & Medical Leave entitlement shall be \_\_\_\_\_(that is, you have twelve (12) weeks of leave available in the next twelve (12) month period).

If this not your first FMLA leave-qualifying event in the last twelve (12) month period, this notice shall serve as a reminder that your anniversary date is \_\_\_\_\_ and you are entitled to \_\_\_\_\_ days of FMLA leave between now and your anniversary date.

**OPTION #3**

[ ] If this is your first FMLA leave-qualifying event in the past twelve (12) month period, you have twelve (12) weeks of leave available to you (i.e., you have twelve (12) weeks available from the date identified above).

If this is not your first FMLA leave-qualifying event in the last twelve (12) month period, you may take leave for up to the difference between your prior FMLA leave and twelve (12) weeks. In the past twelve (12) month period, you have taken \_\_\_\_\_ days of FMLA leave. Therefore, you have \_\_\_\_\_ days of FMLA leave available

**[NOTE: END OF OPTION]**

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

- A. You  **are**  **are not** eligible for leave under FMLA.
- B. **THE REQUESTED LEAVE  WILL  WILL NOT BE COUNTED AGAINST YOUR ANNUAL FMLA LEAVE ENTITLEMENT.**
- C. You  **will**  **will not** be required to furnish medical certification of a serious health condition. If required, you must furnish certification by \_\_\_\_\_ *(must be at least fifteen (15) days after receipt of this document)* or we may delay the commencement of your leave until the certification is submitted.
- D. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  **will**  **will not** require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used the following conditions will apply: *(Explain-- for example, possible mixture of accrued sick leave, personal leave, and/or vacation leave)* \_\_\_\_\_
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- E. 1. 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, for example, the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*
- \_\_\_\_\_
- \_\_\_\_\_
2. You have a thirty (30) day grace period in which to make your premium payment. If payment is not made in a timely manner, your group health insurance may be canceled, *provided* we notify you in writing at least fifteen (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 the health insurance premiums while you are on leave.
3. We  **will**  **will not** pay other benefits (such as 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.
- F. 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 such certification is provided.
- G. 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. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you  **will**  **will not** be required to notify us at least two (2) work days prior to the date you intend to report for work.

H. You  **will**  **will not** be required to furnish re-certification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications.)*

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**ANY QUESTIONS CONCERNING THIS NOTICE OR YOUR RIGHTS TO FAMILY & MEDICAL LEAVE SHOULD BE ADDRESSED TO THE INDIVIDUAL WHOSE NAME APPEARS BELOW.**

\_\_\_\_\_  
FMLA Administrator

\_\_\_\_\_  
Date