

**North Santiam
School District**

Code: **GCBDA/GDBDA-AR(4)**
Revised/Reviewed: 5/15/14; 2/18/16; 10/19/17;
3/15/18
Orig. Code(s): GCBDA/GDBDA-AR(4)

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. _____ The birth of your child, or the placement of a child with you for adoption or foster care;
2. _____ A serious health condition that makes you unable to perform the essential functions of your job;
3. _____ A serious health condition of your spouse¹, child² (including the biological, grandchild, adopted or 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 or the parent of an employee's registered domestic partner (OFLA leave only), custodial parent, noncustodial parent, adoptive parent, foster parent for which you are needed to provide care;
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;

¹"Spouse" means individuals in a marriage including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

²For FMLA, the age of the son or daughter at the onset of the disability is not relevant in determining a parent's entitlement to FMLA leave.

6. _____ Your spouse has been notified of an impending call to active duty, has been ordered to active duty, 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 _____ and that you expect leave to continue until on or about _____. 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 workweeks of unpaid leave in a 12-month period for the reasons listed above. The district will use the 12-month period measured forward from the date the employee's leave begins. FMLA 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.

Also, your health current benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You will be reinstated to the same position or, in some cases, under state or federal law, to an equivalent position. The district is not required to maintain benefits, if you only qualify for OFLA leave, unless provided otherwise by Board policy or collective bargaining agreement. 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; 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 and / or OFLA leave.

This is to inform you that:

1. You are eligible not eligible for leave under the FMLA, OFLA or FMLA and OFLA.
2. The requested leave may be counted against your annual FMLA leave entitlement, OFLA FMLA and OFLA leave entitlement.
3. You will be required to furnish medical certification of a serious health condition. This is due by the date noted on the Certification form.
4. We will require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave.
5. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA and/or OFLA leave. Arrangements for those payments have been shared with you. As much as possible, your pay will be spread over the span of your leave to minimize a "Leave Without Pay" situation from occurring. Your normal insurance contribution (if

any) will be deducted from this pay. Payroll will be in contact with you to review this information no later than the begin of your leave.

- 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/OFLA leave.
- 5b. If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).
- 5c. In the rare event that you do not return to work for the district after your FMLA and/or, OFLA leave and the district has paid your share and/or a portion of your share of benefit premiums, you will 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 required but 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. If such certification is required but not received, your return to work may be delayed until the certification is provided.
- 7a. You are are not a “key employee” as described in Section 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. (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 workdays 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 leave only.)
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.