

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Complete this work sheet upon receiving a request for family and medical leave that may qualify under the Family Medical Leave Act. Be sure to note the requirements relating to family and medical leave in the school district's policy/collective bargaining agreement prior to relying on this work sheet as the sole source of the school district's obligations. Also be sure to note the definitions in Regulation 409.3R2.

Section I: Eligible Employee. (Please check all that apply.)

Covered by a policy/collective bargaining agreement. (If checked, please move to Section II.)

- The employee must meet all criteria below to move to Section II.
- 50 or more employees are on the payroll of or under contract to the school district.
- Worked 52 weeks in the school district (consecutive or nonconsecutive). OR
- Worked 12 months in the school district (consecutive or nonconsecutive).
- Worked 1250 hours for the school district in 12 months prior to the request.

Section II: Family and Medical Leave Purpose. (One must be checked to move to Section III.)

- Birth and care of newborn prior to first anniversary of child's birth.
- Care of adopted child or foster care child prior to first anniversary of placement.
- Care for serious health condition of spouse, child, child for which employee is "in loco parentis" and for any of these if they are over eighteen and have a
- disability, which prevents the child from caring for himself or herself.
- Requested medical certification for family and medical leave due to a serious health condition of the spouse, parent or child on _____
- Received medical certification within 15 days of the request on _____
- Serious health condition of the employee.
- Requested medical certification for family and medical leave due to a serious health condition of the employee on _____ .
- Received medical certification within 15 days of the request on _____.

_____ Other purposes contained in a policy/collective bargaining agreement.

Section III: Timing of Family and Medical Leave Request.

Date of family and medical leave request _____.

Date family and medical leave to begin _____.

Provide FMLA leave information to employee at time of request on _____.

(If one is checked, please move to Section IV.)

_____ Leave request for foreseeable family and medical leave is 30 days prior to date family and medical leave begins.

_____ Leave request for foreseeable family and medical leave is in compliance with policy/collective bargaining agreement.

_____ Leave request for foreseeable family and medical leave was made as soon as practicable, and no later than one business day, prior to date family and medical leave begins.

_____ Leave request for unforeseeable family and medical leave was made in accordance with the policy/collective bargaining agreement timelines.

Section IV: Calculation of Available Family and Medical Leave.

Beginning date for 12-month entitlement period: (Check the method adopted by the school district.)

_____ July 1 (fiscal year)

Total family and medical leave for the 12-month entitlement period is 12 weeks

Leave taken to date in the entitlement period

Leave available for the entitlement period

If sufficient family and medical leave is available and the employee qualifies for family and medical leave, the family and medical leave will be granted in accordance with the policy/collective bargaining agreement.

The employee must be informed that the actual family and medical leave taken will be credited to the employee's 12-week entitlement.

If both spouses are employed by the school district, they may only take a combined total of 12

weeks during the entitlement period for the birth, adoption or foster care placement prior to the first anniversary of the child's birth or placement and for the care of a parent with a serious health condition.

If insufficient family and medical leave is available, the school district may award only the family and medical leave available or award the family and medical leave in accordance with other provisions of the policy/collective bargaining agreement.

Section V: Types of Family and Medical Leave. (Please check all that apply.)

_____ Continuous leave for purposes listed in Section II.

_____ Intermittent leave for birth, adoption or foster care placement prior to first anniversary of child's birth or placement with school district approval in accordance with other provisions of the policy/collective bargaining agreement.

_____ Reduced work schedule leave for birth, adoption or foster care placement prior to first anniversary of child's birth or placement with school district approval in accordance with other provisions of the policy/collective bargaining agreement.

_____ Intermittent leave if medically necessary for serious health condition of employee or family member and arranged as much as possible to not disrupt the school district's operation.

_____ Reduced work schedule leave if medically necessary for serious health condition of employee or family member and arranged as much as possible to not disrupt the school district's operation.

_____ Others contained in a policy/collective bargaining agreement. (Please specify.)

Section VI: Paid or Unpaid Family and Medical Leave.

Provide employee notice whether the family and medical leave is paid or unpaid leave after completing the work sheet in accordance with the policy/collective bargaining agreement.

Policy/collective bargaining agreement allows substitution of paid leave for family and medical leave.

Family and medical leave is unpaid leave.

Section VII: Employee Progress Report.

Arrangements are made with the employee to report to the school district on a regular basis during the family and medical leave (please specify).

Requested medical recertification for family and medical leave due to a serious health condition of the spouse, parent or child on _____

Received medical recertification within 15 days of the request on _____.

Section VIII: Employee Benefits During Family and Medical Leave.

The employee's health insurance coverage must be continued during the period of family and medical leave. The school district may choose to continue other employee benefits to ensure their restoration along with the health insurance upon the employee's return to work. The employee will pay the employee's share of health insurance and other benefits during the leave period.

Arrangements have been made with the employee to continue the employee's share of health insurance premiums while on family and medical leave:

_____ From monies due to the employee

_____ By the first of each month form the employee

_____ Other (please specify)

Arrangements have been made with the employee to continue the employee's share of the employee's other benefits while on family and medical leave:

_____ From monies due to the employee

_____ By the first of each month form the employee

_____ Other (please specify)

_____ The employee has chosen to discontinue all employee benefits while on family and medical leave.

Employees who fail to provide payment of the employee's share of benefits premium during the period of family and medical leave have 15 days following notice to pay the employee's share.

Employees who fail to pay within 15 days after receiving notice of payment due may have employee benefits discontinued.

The school district will deduct unpaid employee portion of benefits form monies due to the employee upon return to work, and the employee has signed a written statement authorizing the

deduction.

The school district will seek recovery of unpaid employee portion of benefits through small claims court or other appropriate recovery process.

Even if the employee chooses to discontinue employee benefits during the period of family and medical leave, the school district should exercise great care before discontinuing employee benefits. The school district is required to restore the employee to full benefits when the employee returns to work, including group health insurance, without any qualifying period, physical examination, exclusion of pre-existing conditions and other similar requirements.

The school district may discontinue the employee's benefits upon receipt of written notice of the employee's intent not to return to work.

Section IX: Key Employees.

Salaried employees among the highest paid ten percent of a school district's employees are considered key employees of the school district.

Year-to-date earnings for employee / Total weeks of work and paid leave= Highest pay for employee

Provide notice to key employees stating they are a key employee and they may not be reinstated at end of the family and medical leave period if substantial and grievous economic injury exists.

Compile data to justify substantial and grievous economic injury. Substantial and grievous economic injury does not include minor inconvenience and costs typical to the normal operation of the school district.

The key employee is entitled to benefits during the family and medical leave in the same manner as other employees.

Section X: Employee's Return to Work.

Employee is fully restored the same or an equivalent position with:

Pay and benefits

Health insurance

Life insurance

Other benefits or requirements in a policy.