

ATTACHMENT XVI
BOARD'S NOTICE TO EMPLOYEE CONCERNING FMLA LEAVE

Employee's Name: _____ Position: _____

Building: _____ Date: _____

On _____, you notified us of your need to take FMLA leave due to:

_____ the birth of a child and/or to care for the newborn child within one 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 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.

You notified us that you need this leave beginning on _____ and that you expect the leave 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.

If this is your first FMLA leave-qualifying event in the last 12-month period, your anniversary date for purposes of your immediate FMLA Leave entitlement shall be: _____ (i.e. you have 12 weeks of leave available in the next 12-month period).

If this is not your first FMLA leave-qualifying event in the last 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.

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

1. You are _____ eligible _____ not eligible for leave under FMLA.
2. The requested leave _____ will _____ will not be counted against your annual FMLA leave entitlement.
3. 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 15 days after receipt of this document)* or we may delay the commencement of your leave until the certification is submitted.

4. You may elect to substitute qualifying accrued paid leave for unpaid FMLA leave. We _____ will _____ will not require that you substitute qualifying accrued paid leave for unpaid FMLA leave. If paid leave will be used the following conditions will apply:

5. 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 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 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.
- 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.

6. 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.

7. 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 work days prior to the date you intend to report for work.

8. You _____ will _____ will not be required to furnish recertification relating to a serious health condition. (Explain below, if necessary, including the interval between certifications.)

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

[Signature of administrator enforcing FMLA Leave]

Date