

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. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hours required.

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 ____ (date) ____.
- Received medical certification within 15 days of the request on ____ (date) ____.
- Serious health condition of the employee.
- Requested medical certification for family and medical leave due to a serious health condition of the employee on ____ (date) ____.

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____ Received medical certification within 15 days of the request on ____ (date) ____.

____ 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) ____.

____ Date family and medical leave to begin ____ (date) ____.

____ Provide FMLA leave information to employee at time of request on ____ (date) ____.

(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.)*

 X July 1 (fiscal year)

____ January 1 (calendar year)

____ September 1 (school year)

____ First day of rolling forward 12-month entitlement period

____ First day of rolling backward 12-month entitlement period

____ Collective bargaining agreement year

____ Other

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Total family and medical leave for the 12-month entitlement period	<u>12weeks</u>
Leave taken to date in the entitlement period	<u>-</u>
Leave available for the entitlement period	<u> </u>

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.)*
- _____

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Section VI: Instructional Employee Intermittent or Reduced Schedule Leave.

___ A policy/collective bargaining agreement extends this rule to non-instructional employees.

___ A policy/collective bargaining agreement eliminates this rule for instructional employees.

___ Instructional employees' intermittent or reduced schedule leave for greater than 20 percent of the work days in the family and medical leave period.

Total number of days during leave period	_____
	<u> X </u> <u> .20 </u>
20 percent of leave days	_____
Days of leave requested	_____

If the number of days requested exceeds 20 percent of the family and medical leave days, the school district may require the instructional employee to take family and medical leave for the entire leave period OR transfer the instructional employee to an alternate position with equivalent pay and benefits. The employee must be informed that the actual family and medical leave taken will be credited to the employee's 12-week entitlement.

Section VII: 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 VIII: 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 ____ (date) ____.

___ Received medical recertification within 15 days of the request on ____ (date) ____

Section IX: 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 from 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 from 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 from 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 X: 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 XI: 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/collective bargaining agreement