

Expectations and Obligations Under the Family and Medical Leave Act of 1993

As an employee requesting Family and Medical Leave Act (FMLA) leave, this notice outlines your corresponding obligations under FMLA, and what is expected of you when you exercise FMLA leave. Specifically, the Board expects and requires that you comply with the following requirements:

1. The leave you requested will be counted against your annual FMLA leave entitlement. This entitlement allows you to exercise up to 12 weeks of qualifying leave in a 12-month period. The Board utilizes a rolling 12-month period, measured backward from the first date the leave is taken. When requesting leave, 30 days advance notice is required, if practicable, otherwise leave may be denied until the expiration of 30 days.
2. The Board requires that when you exercise FMLA leave because of a personal illness or the illness of a family member, the physician must provide us with medical certification of the need for leave. Additional recertification of the need for leave may be required. Failure to obtain requested medical certification within 15 days, except for good cause shown, may revoke your entitlement to continued leave.
3. Unless you notify the District otherwise, any accrued paid sick time you have shall run concurrently with a medical/family medical leave that you are using to care for yourself or for maternity leave.
4. During any period of FMLA leave, the Board will continue to make premium payments to maintain your health care coverage. However, this does not eliminate the requirement of your premium payments toward your insurance coverage. If any premium payment is more than 30 days past due, the Board may terminate your health care coverage for the duration of the leave period. Health care coverage will be restored at the next open enrollment period upon return to work.
5. In accordance with our existing policies, employees who are absent from work on a leave of absence for personal illness or injury must present a medical certification indicating that they are fit for duty and are able to return to employment.
6. At the conclusion of an FMLA leave period, you will be returned to your prior job whenever possible. If that is impossible, you will be placed in an equivalent position with equal benefits, pay, and other terms and conditions of employment, in accordance with the provisions of the collective bargaining agreement. Placement in a position other than that held at the inception of the leave shall not be for arbitrary or capricious reasons. Teachers returning from leave near the close of a school year or school semester may not be returned to their former positions until the start of the following school year or school semester, in compliance with the rules set forth in the FMLA policy. Such teachers may be assigned as replacement teachers or in some other teaching position.
7. The Board will be entitled to recoup the costs of providing health care coverage for you during the leave period if you fail to return to work at the conclusion of your FMLA leave period. This obligation does not apply in a situation where the Board grants an additional leave of absence and you subsequently return to work or where you are unable to return to work for reasons beyond your control. The Board can require medical certification of your or your family member's serious health condition.
8. If you should ever have questions or concerns about your rights or obligations under the FMLA, the Office of Human Resources is always willing to assist you.