**INSERT SCHOOL DISTRICT NAME**

**FAMILY MEDICAL LEAVE**

**NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES**

**NOTICE OF ELIGIBILITY**

To: INSERT NAME, Employee

From: INSERT NAME, INSERT TITLE

Date: INSERT DATE

On INSERT DATE, you informed us that you needed leave beginning on INSERT DATE for:

[ ] the birth of your child, or your own medical condition due to your pregnancy

[ ] the placement of a child with you for adoption

[ ] the placement of a child with you for foster care

[ ] your own serious health condition/serious illness that makes you unable to perform my job;

[ ] the serious health condition/serious illness of your:

[ ] Child Under Age 18

[ ] Child 18 years or older and incapable of self-care because of mental or physical disability

[ ] Stepchild

[ ] Foster Child

[ ] Ward Who Resides With You

[ ] Spouse

[ ] Parent

[ ] Parent-in-Law

[ ] a circumstance for which you are requesting **short-term parental/family leave.**

[ ] A qualifying exigency arising out of the fact that your spouse, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).

[ ] To care for a covered service member with a serious injury or illness as you are the spouse, child, parent or next of kin of the covered service member.

[ ] other (please explain).

*Under FMLA Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms “child” and “parent” include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.*

This Notice is to inform you that you:

[ ] Are eligible for FMLA leave (See Rights and Responsibilities below)

[ ] Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):

[ ] You have not met the FMLA’s 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_ months towards this requirement.

[ ] You have not met the FMLA’s 1,250 hours of service requirement. As of the first date of requested leave you will have worked approximately \_\_\_\_\_\_ hours towards this requirement.

[ ] Are eligible for VPFL leave (See Rights and Responsibilities below)

[ ] Are **not** eligible for VPFL leave, because:

[ ] You have not met the FMLA’s average of 30 hours per week for one-year hours of service requirement. As of the first date of requested leave you will have an average of \_\_\_\_\_ over the last 52 weeks.

If you have any questions, please let me know.

**ADDITIONAL INFORMATION NEEDED:**

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. If complete and sufficient information is not provided in a timely manner, your leave may be denied.

[ ] No additional information requested. If no additional information requested, go to the Rights and Responsibilities Section below.

[ ] We request that the leave be supported by a certification, as identified below.

[ ] Health Care Provider for the Employee

[ ] Health Care Provider for the Employee’s Family Member

[ ] Qualifying Exigency ο Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is

[ ] attached

[ ] not attached.

If requested, medical certification must be returned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee’s diligent, good faith efforts.)

[ ] We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including in loco parentis relationships (as explained above).

The information requested must be returned to us by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child’s birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.

[ ] Other information needed (e.g. documentation for military family leave):

INSERT REQUESTED DOCUMENTATION. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The information requested must be returned to us by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mm/dd/yyyy).

If you have any questions, please contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of employer representative) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contact information)

**RIGHTS AND RESPONSIBILITIES FOR TAKING FAMILY MEDICAL LEAVE**

FMLA Leave Entitlement

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to 12 weeks of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member’s serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right under the FMLA to take up to 26 weeks of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (Military Caregiver Leave).

VFPLA Leave Entitlement

Eligible employees receive twelve (12) workweeks of designated, job protected leave in a 12-month period for a serious health condition that makes the employee unable to perform the essential functions of his or her job, to care for the eligible employee’s parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, foster child, stepchild or ward who lives with the employee, any person residing with the employee, and any family member for whom an employee is primarily responsible either to arrange for health care or to provide care, who has a serious health condition. Parental leave covers an absence from employment following the birth or delivery of an employee’s child or within a year following the initial placement of a child sixteen years of age or younger for adoption; to bond with the newborn or newly placed child.

12 Month Period

The 12-month period for FMLA and/or VFPLA leave is calculated as:

[ ] The calendar year (January 1st - December 31st)

[ ] A fixed leave year based on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g., a fiscal year beginning on July 1 and ending on June 30)

[ ] The 12-month period measured forward from the date of your first FMLA AND/OR VPFLA leave usage. ο A “rolling” 12-month period measured backward from the date of any FMLA leave usage. (Each time an employee takes FMLA AND/OR VPFLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA AND/OR VPFLA leave is to start.) If applicable, the single 12-month period for Military Caregiver Leave started on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mm/dd/yyyy).

Key Employee

You are OR are not considered a key employee as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us. We have OR have not) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

Substitution of Paid Leave

When Paid Leave is Used at the Same Time as FMLA AND/OR VPFLA Leave You have a right under the FMLA AND/OR VPFLA to request that your accrued paid leave be substituted for your FMLA AND/OR VPFLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA AND/OR VPFLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA AND/OR VPFLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA AND/OR VPFLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

[ ] Some or all of your FMLA AND/OR VPFLA leave will not be paid. Any unpaid FMLA AND/OR VPFLA leave taken will be designated as FMLA AND/OR VPFLA leave and counted against the amount of FMLA AND/OR VPFLA leave you have available to use in the applicable 12-month period.

[ ] You have requested to use some or all of your available paid leave (e.g., sick, vacation, PTO) during your FMLA AND/OR VPFLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA AND/OR VPFLA leave you have available to use in the applicable 12-month period.

[ ] We are requiring you to use some or all of your available paid leave (e.g., sick, vacation, PTO) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

[ ] Other: (e.g., short- or long-term disability, workers’ compensation, state medical leave law, etc.)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Any time taken for this reason will also be designated as FMLA AND/OR VPFLA leave and counted against the amount of FMLA AND/OR VPFLA leave you have available to use in the applicable 12-month period. The applicable conditions for use of paid leave include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] For a copy of conditions applicable to accrued paid leave usage please refer to the collective bargaining agreement and/or board policy. This information can be found INSERT WHERE TO FIND.

[ ] Other applicable conditions for your leave: INSERT CONDITIONS SUCH AS THOSE PROVIDED BY THE CBA

**Please note: Under Vermont law, if you qualify for both FMLA and VPFLA leave, you will be provided the benefits deemed most generous to the employee provided by FMLA, VPFLA and/or the collective bargaining agreement for union employees, or current board policy for nonunion employees.**

Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA AND/OR VPFLA leave under the same conditions as if you continued to work. During any paid portion of FMLA AND/OR VPFLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA AND/OR VPFLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA AND/OR VPFLA leave, contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

You have a minimum grace period of (30-days or \_\_\_\_\_\_\_\_\_\_\_\_\_ indicate longer period, if applicable) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, 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 AND/OR VPFLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA AND/OR VPFLA leave if you do not return to work following unpaid FMLA AND/OR VPFLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member’s serious health condition which would entitle you to FMLA AND/OR VPFLA leave; or the continuation, recurrence, or onset of a covered servicemember’ s serious injury or illness which would entitle you to FMLA AND/OR VPFLA leave; or other circumstances beyond your control.

Other Employee Benefits

Upon your return from FMLA AND/OR VPFLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA AND/OR VPFLA leave began. To make arrangements to continue your employee benefits while you are on FMLA AND/OR VPFLA leave, contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Return-to-Work Requirements

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 FMLA AND/OR VPFLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA AND/OR VPFLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA AND/OR VPFLA if you need leave beyond the amount of FMLA AND/OR VPFLA leave you have available to use.

Other Requirements While on FMLA AND/OR VPFLA Leave

While on leave you will be OR will not be) required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the FMLA AND/OR VPFLA leave situation). If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

Please let me know if you have any questions.