

# Three Rivers School District

8550 New Hope Rd • PO Box 160 • Murphy, OR 97533

---

## FMLA/OFLA NOTICE TO EMPLOYEES

---

### FMLA/OFLA Notice to Employees

Date:

To:

From: \_\_\_\_\_, Administrative Assistant Benefits/HR

Subject: Request for FMLA and/or OFLA leave

On \_\_\_\_\_ you notified us of your need to take family/medical leave due to:

1. \_\_\_\_\_ The birth of your child, or the placement of a child with you for adoption or foster care;
2. \_\_\_\_\_ A serious health condition that make you unable to perform the essential functions of your job;
3. \_\_\_\_\_ A serious health condition of your \_\_\_\_\_ spouse, \_\_\_\_\_ same-sex domestic partner (OFLA leave only), \_\_\_\_\_ child (including the biological, grandchild, adopted or foster child or stepchild of an employee, child of same-sex domestic partner or a child with whom the employee is or was in a relationship of "in loco parentis", \_\_\_\_\_ parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child, \_\_\_\_\_ grandparent, \_\_\_\_\_ parent-in-law, parent of employee's same-sex domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent (OFLA leave only) for which you are needed to provide care;
4. \_\_\_\_\_ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only)
5. \_\_\_\_\_ A qualifying exigency arising from a spouse, son, daughter, or parent on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
6. \_\_\_\_\_ A serious illness or injury of a covered service member who is your spouse, son, daughter, parent or next of kin.

You notified us that you need this leave beginning on \_\_\_\_\_ and that you expect leave to continue until or about \_\_\_\_\_.

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled up to 26 weeks of leave in a single 12-month period to care for a qualifying service member.

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work. You must be reinstated to the same or in some cases, under state or federal law, to an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave. The district is also required to maintain benefits during OFLA leave.

If you do not return to work following FMLA and/or OFLA leave for a reason other than: (1) the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA and/or OFLA leave; or (2) other circumstances beyond your control, you may be required to reimburse the district for health insurance premiums paid on your behalf during your FMLA/OFLA leave.

This is to inform you that:

1. You are eligible not eligible for leave under \_\_\_\_\_ FMLA, \_\_\_\_\_ OFLA or \_\_\_\_\_ both.
2. The requested leave \_\_\_\_\_ will \_\_\_\_\_ will not be counted against your annual \_\_\_\_\_ FMLA leave entitlement, \_\_\_\_\_ OFLA, \_\_\_\_\_ both.
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 you are notified of this requirement.)
4. We will require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. Any accrued sick, personal, or vacation leave hours will be used before you would be placed on unpaid leave.
5. If you normally pay a portion of the premium for your health insurance, your payment will be expected to continue during the period of FMLA leave. Your payment will be deducted from your monthly paychecks if applicable. If you normally have a monthly premium and have been placed on unpaid leave then you will need to pay your insurance premium amount directly to the District Office by the 5<sup>th</sup> of each month.
- 5a. Except as noted above, in the event you do not return to work for the district your FMLA and/or OFLA leave and the district has paid your share of benefit premiums, you \_\_\_\_\_ will \_\_\_\_\_ will not be responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104 (c)(2)(B) of the FMLA.
6. You \_\_\_\_\_ will \_\_\_\_\_ will not be required to present a fitness for duty certificate prior to being restored to employment following your leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided.
7. While on FMLA and/or OFLA leave, you \_\_\_\_\_ will \_\_\_\_\_ will not be required to furnish us with periodic reports every \_\_\_\_\_ to \_\_\_\_\_ @ 862-3111 ext. 5229 on 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 this form, you will be required to notify us at least two workdays prior to the date you intend to report to work.
8. You \_\_\_\_\_ will \_\_\_\_\_ will not be required to furnish certification relating to a serious health condition.

ADOPTED:  
REVIEWED: New Policy