FAMILY AND MEDICAL LEAVE ACT POLICY

The Adrian Public School District will memorialize its policy concerning the Family and Medical Leave Act of 1993 (FMLA) for eligible employees. Eligible employees will be granted up to twelve (12) weeks of unpaid, job-protected leave based on their normal work schedule within a rolling twelve (12) month period.

Definitions

1. Twelve (12) Month Period – For purposes of this policy is defined as a rolling twelve month period.

2. Spouse – A husband or wife with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State.

3. Child – Child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. Incapable of self-care means that the individual needs active assistance or supervision to provide daily self-care in several activities (i.e., grooming and hygiene, bathing, dressing, eating, cleaning, and shopping). An employee’s child is one for who the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

4. Parent – Biological parent or an individual who stood in place of a biological parent (in loco parentis) to a child. This term does not include parents “in law”.

5. Serious Health Condition – An illness, injury, impairment, or a physical or mental condition that involves:

   A. Any period of inpatient care (i.e. overnight stay) in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with the inpatient care;

   B. Continuing treatment by a health care provider, including one or more of the following:

      1) Any period of incapacity (inability to work) for more than three (3) consecutive days and any subsequent treatment or period of incapacity relating to the same condition; or

      2) Any period of incapacity due to pregnancy, or for prenatal care; or
3) Any period of incapacity (or treatment therefore) due to chronic serious health condition (i.e., asthma, diabetes, epilepsy, etc.); or

4) A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (i.e., Alzheimer’s, stroke, terminal diseases, etc.); or

5) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated (i.e., chemotherapy, physical therapy, dialysis, etc.); which involve: (1) Treatment two (2) or more times under the supervision of a health care provider; (2) Treatment on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a health care provider; (3) A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective; (4) Any period of absence to receive multiple treatments; (5) Any period of incapacity due to pregnancy or for prenatal care; (6) Any period of incapacity or treatment due to a chronic serious health condition.

6) Examples of usual serious health conditions – prenatal care, heart attacks, heart conditions requiring bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, migraine headaches (if over an extended period of time and involves periodic medical treatment), recurrent kidney stones, injuries caused by serious accidents, ongoing pregnancy, treatment for allergies, alcohol and substance abuse.

7) Examples not usually serious health conditions – common cold, flu, ear aches, upset stomach, minor ulcers, asthmatic conditions, food poisoning, routine dental work, orthodontia problems, periodontal disease, alleged rectal bleeding, headaches other than migraines, intermittent care of a child for colds, flu, earaches, voluntary or cosmetic treatments not considered medically necessary, absence because of substance or alcohol use.

6. *Treatment* – Examination to determine if a serious health condition exists and evaluations of the condition, excludes routine physical exams, eye exams, or dental exams.

7. *Continuing Treatment* – Same health condition required care from a health care provider on two or more occasions, not necessarily the same provider, or one treatment by a health care provider that results in therapy (i.e., physical therapy after a hospital stay or treatment of severe arthritis) or medication.

8. *Incapacity* – More than three (3) consecutive days or immediate inpatient hospitalization in order for a serious health condition to exist.

9. *Health Care Provider* – Doctors of medicine or osteopathy authorized to practice medicine or surgery, podiatrists, dentists, clinical psychologists, optometrists, nurse practitioner, and nurse-midwife.

10. *Instructional Employees* – A person whose principal function is to teach and instruct students, in a class, a small group or an individual setting. This term includes teachers and may encompass paraprofessionals or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition excludes auxiliary personnel such as counselors, aides, psychologists, social workers, cafeteria workers, maintenance workers, and non-instructional support personnel.

11. *Term* – Academic semester.

12. *Normal Work Schedule* – Usual hours worked in a week. For an example, an employee who works six (6) hours per day would have a FMLA leave granted based on a six (6) hour work day schedule. An employee who works four (4) days per week would be entitled to twelve (12), four (4) day weeks.
13. **Intermittent Leave** – Period of absences ranging from one hour to several weeks. This is allowed under certain circumstances. Birth, adoption or placement of a foster child do not qualify for Intermittent Leave.

14. **Reduced Schedule** – Leave schedule that reduces the usual number of hours worked by an employee. This is allowed under certain circumstances.

**Eligibility**

To be eligible for FMLA an employee must:

1. Have been employed by Adrian Public School District for at least one (1) year; and

2. Have worked at least One Thousand Two Hundred Fifty (1250) hours. (Full-time teachers are considered to meet this requirement).

3. Eligibility determinations are made at the time the leave commences.

**District Employs Husband and Wife**

When both a husband and wife are employed by Adrian Public School District, they are permitted to take only twelve (12) weeks leave in the aggregate over the twelve (12) month period if the leave is for birth, adoption, placement of a foster child, or care of a sick parent.

For other types of FMLA leaves available under this policy, each employee may take up to twelve (12) weeks during the twelve (12) month rolling calendar year period defined above.

**Employee Notice Requirements**

1. Employees are required to provide at least thirty (30) days’ notice for foreseeable leaves such as birth, adoption, placement of a foster child, or planned medical treatment. In those situations where the basis for the leave is not foreseeable, the employee must provide reasonable and practicable notice. Employee must submit a completed application for Family Medical Leave (Attachment A).

2. If an employee fails to give at least thirty (30) days’ notice, with no reasonable explanation for the delay, the FMLA approved leave may be denied until thirty (30) days after the employee provides the required notice.

   If an employee fails to give at least thirty (30) days’ notice of a foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the District may require the employee to delay the taking of leave until the notice provision is met.

3. Employees on family or medical leave are required to periodically report to Human Resources on their status and intention to return to work.

**Medical Certification**

If any employee requests FLMA leave due to a serious health condition or to care for a parent, child or spouse with a serious health condition, the employee will be required to provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.

Employees must provide a completed “Medical Certification Statement” form indicating the need for a leave. The Medical Certification must be provided by the employee within fifteen (15) calendar days from the date the
employee requests the FMLA leave. Where an emergency or unusual conditions exist, the certificate must be provided within a reasonable time (normally twenty-one (21) calendar days) from the date that the employee requests the leave. Failure to provide a completed certification may result in delay or rejection of the FMLA leave request. If an employee is on a FMLA approved leave for thirty (30) or more consecutive days, the District may request re-certification.

The medical certification must include the following:

A. The date on which the serious health condition commenced;

B. The probable duration of the condition;

C. Detailed medical facts to support certification;

D. A statement that the employee is needed to care for the immediate family member and the estimated time such care will be needed (if applicable);

E. A statement that the employee’s serious health condition makes the employee unable to perform his/her job functions (if applicable); and

F. A statement of the medical necessity for intermittent leave or leave on a reduced leave schedule and the expected duration.

**Second Opinion**

An employee may be required to provide a second opinion, at the Adrian Public School District’s expense, of a health care provider chosen by the District. In the event of a conflict between the employee’s health care provider and the second opinion, the decision of a third provider, mutually agreed upon by the District and the employee, will be final and binding. The opinion of the third provider will also be covered at the District’s expense.

**Paid Leave**

When time off work which qualifies as FMLA leave is to be taken, employees shall first be required to exhaust earned and/or accrued paid time off which will be credited against their FMLA leave.

For example, if an employee has earned and/or accrued paid vacation or personal leave, the District shall require that the employee first apply that leave time to his/her FMLA leave until the earned and/or accrued paid leave time is exhausted.

The District shall also require that any earned and/or accrued paid vacation or personal/sick leave be exhausted before the employee takes any unpaid FMLA leave to care for the employee’s own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis. An Employee is also entitled to use applicable accumulated paid leave off during FMLA leave.

**Intermittent and Reduced Schedule Leaves**

If an employee needs intermittent leave, or leave on a reduced leave schedule, the employee must advise the District why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule that meets the employee’s needs for leave without unduly disrupting the District’s operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.
The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties, which better accommodate the employee’s intermittent or reduced leave schedule. The District may also transfer the employee to a part-time job with the same rate of pay and benefits, but the employee will not be required to take more leave than is medically necessary. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the twelve (12) weeks of FMLA leave are used.

Intermittent and reduced leave schedules are available to all employees for prenatal care, to attend to a serious health condition requiring periodic treatment by a healthcare provider, because the employee (or family member) is incapacitated due to a chronic serious health condition.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member having a serious health condition, or for the employee’s own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the District may require the instructional employee to choose either to: (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the instructional employee’s regular assignment.

More than Five Weeks Before the End of the Term Leave

Instructional employees who begin an approved FMLA leave more than five (5) weeks before the end of a term may be required by the District to continue taking leave until the end of that term if the leave will last at least three (3) weeks and the employee would return to work during the three (3) week period before the end of the term.

If the employee is required to take leave until the end of the term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee’s FMLA leave entitlement.

Three Weeks Before the End of the Term Leave

Instructional employees who begin an approved FMLA leave three (3) weeks before the end of the term for a purpose other than the employee’s own serious health condition, and the leave will last more than five (5) working days the employee may be required by the District to continue taking leave until the end of that term. If the employee is required to take leave until the end of the term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee’s FMLA leave entitlement.

Five Weeks Before the End of the Year Leave

Instructional employees who begin an approved FMLA leave five (5) weeks before the end of the term for a purpose other than the employee’s own serious health condition may be required by the district to continue taking leave until the end of the term if the leave will last more than two (2) weeks and the employee would return to work during the two (2) week period before the end of the term. If the employee is required to take leave until the end of the term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee’s FMLA leave entitlement.

End of Year Leave

An approved FMLA leave taken for a period that ends with the school year and begins the next semester is considered a consecutive leave rather than an intermittent leave. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee’s FMLA leave entitlement. Benefits will be
provided over the summer vacation that the employee would normally receive if they had been working at the end of the school year.

**Worker's Compensation**

Any time off as a result of a Worker's Compensation Claim will be applied concurrently with the Family & Medical Leave Act (FMLA). Any time off will be deducted from the total twelve (12) weeks that may be granted during a twelve (12) month period.

**Benefits**

During the period of an approved FMLA leave, your health insurance will continue uninterrupted. If you make a contribution toward your coverage, however, you must make arrangements to continue your contributions during the term of your leave in order to continue your basic health insurance coverage at existing levels. Failure of an employee to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee’s contribution is more than thirty (30) days late. If the employee’s premiums are in arrears, the District shall provide the employee at least fifteen (15) days written notice prior to canceling insurance plan coverage.

Except as required under COBRA, the District’s obligations to maintain health benefit premium contributions for an employee on FMLA ceases when: (1) the employment relationship would have terminated, irrespective of the FMLA leave (e.g., reduction in force); or (2) when the employee advises the District of intent not to return from leave; or (3) when FMLA expires and the employee has not returned from leave.

Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.

If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid family/medical leave for reasons other than: (1) the continuation, recurrence or onset of a serious health condition of the employee or a covered family member, or; (2) circumstances beyond the employee’s control (certification required within thirty days of failure to return for either reason), the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the “employer contribution”) during the period of leave, excluding the period where the District or the employee has substituted paid leave for FMLA leave.

**Return to Work**

An employee returning from a leave resulting from their own serious illness must provide the Healthcare Provider’s Fitness for Duty Certificate. An employee who fails to provide the Healthcare Provider’s Fitness for Duty Certificate will not be allowed to return to work.

**Job Reinstatement**

1. Employees are entitled to be reinstated to their prior job, or an equivalent job, with equivalent pay and benefits, upon their return within twelve (12) weeks from a FMLA approved leave.

2. The employee’s reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if the employee’s position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from the leave.
**Key Employees**

A salaried employee who is among the highest paid 10% among those employed by the District within 75 miles of the employee’s worksite. While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee where the restoration of the key employee to employment will cause the District substantial and grievous economic injury or substantial long-term economic injury. An affected employee will be notified of the District’s decision to deny job reinstatement as soon as possible. If notice is provided after the leave has already commenced, the employee will be given the opportunity to return to the job immediately.

**Failure to Return From Leave**

The failure of an employee to return to work upon expiration of a FMLA approved leave of absence will subject the employee to termination unless an extension is granted or unless the employee is subject to extension in a collective bargaining agreement or policy.

An employee who requests an extension of a FMLA leave due to the continuation, recurrence or onset of her or his own serious health condition, or of the serious health condition of the employee’s spouse, parent or child, must submit a request for an extension, in writing, to Human Resources. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. An updated Medical Certification Statement will be required (Attachment B).

**Failure to Return From Leave - Benefits**

An employee who fails to return to work from the FMLA leave for any reasons other than (1) the continuation of a serious health condition of the employee or a covered family member; or, (2) circumstances beyond the employee’s control (certification required within thirty (30) days of failure to return for either reason), the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of the employee during the period of leave, subject to provisions of collective bargaining agreements. The premium paid by the District is also known as “Employer Contribution”.

**Effects of Collective Bargaining Agreements**

All provisions of this policy shall prevail except as modified by, or as may be inconsistent with, any applicable collective bargaining agreement between the District and any labor organization having exclusive representation rights in a defined bargaining unit of District employees. To the extent that this policy conflicts with the terms of such collective bargaining agreement(s), those agreement(s) shall prevail to the extent such conflicts or inconsistency where the contract provides greater rights to the employee than are provided through FMLA.

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