

# Congratulations!

We hope you will find the information in this packet a helpful tool in planning a leave of absence following birth or adoption. The Human Resource Department, alongside your Teacher's Union, has developed this packet to assist you with your planning process.

*Please Note: This packet is intended to assist OPTA members who will be on Parental Leave, contiguous with birth or placement for adoption, with possible leave options. While every attempt is made to align this packet with current Illinois and Federal Leave Laws/Regulations, it is important to remember these laws are ever-changing and information within this packet is subject to change to remain in compliance with those laws and the 2018-2022 OPTA Contract.*

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# Checklist

The following checklist outlines the steps that need to be completed both before and after baby's arrival:

## \_\_\_ Meeting with Human Resources and Payroll

Contact Siania Obidi ([sobidi@op97.org](mailto:sobidi@op97.org)), HR Coordinator-TRS, to set up your initial consultation meeting with the Human Resource and Payroll Department. Siania will review this packet as well as your leave options. Laura Temple-Wesley from payroll will join the meeting to explain paycheck and insurance deduction implications.

## \_\_\_ Doctor's Note Verifying Pregnancy and Projected Delivery Date

The Doctor's note should include your name, verify that you are pregnant, and list the projected due date for delivery.

**Due date: Within 30 calendar days of your initial meeting with Human Resources**

## \_\_\_ Completed D97 Form Letter of Intent for Leave of Absence Following Birth (pg 4-6)

**Due date: 30 calendar days prior to the start of your leave**

## \_\_\_ Give all technology devices and log in information to your Long Term Sub

### Review and Make Any Allowable Adjustments to Insurance Benefits — (within 31 calendar days of birth/adoption)

**Log on to [Benefitsolver.com](https://benefitsolver.com) & click the Change My Benefits button to make qualified changes to your benefits within 31 days after the event occurs.**

If you want to enroll your baby on the District insurance plan, adjustments to benefits insurance **MUST** be made within **31 calendar days** of the date of birth. If changes are not made during this time, you will have to wait until the next open enrollment period to make the change which will then become effective July 1st.

**Employees on Unpaid FMLA or Unpaid Family Leave (per OPTA Contract) are responsible for their portion of the health insurance premiums.** Please contact Siania to arrange payment to the district during this time frame.

Insurance change options that can be made within **31 calendar days** of birth/adoption. Please see chart below for allowable changes during this qualifying life event.

<b><u>Plan</u></b>	<b><u>Allowable</u></b>	<b><u>Not Allowable</u></b>
Medical (HMO,PPO,HDHP), Dental (PPO,HMO) Vision (Base, Buy-Up)	*Enroll new baby *Enroll spouse/domestic partner *Enroll self *Switch medical networks (HMO or PPO or HDHP)	*Add other children to the plan *Drop coverage for self or spouse (unless both parents work for and are enrolled individually in D97 insurance plan)
Flexible Spending Accounts (FSA)	*Increase FSA dollar amount election *Enroll in FSA	*Drop FSA



## Option 2: Long Term Parental Leave (Choose A or B below)

### A. BOARD PROVIDED PARENTAL LEAVE DAYS

(FMLA with 15 parental leave days, employee is taking full responsibility for entire insurance premiums during unpaid leave that follows the FMLA window)

#### **Phase 1 Leave: FMLA (available paid time may be used)**

I am eligible for FMLA, I would like to use sick leave concurrently with FMLA. The maximum length of the FMLA time period is 60 work days.

- I have \_\_\_\_\_ leave days in my account as of the date of this meeting. I will use the 15 parental leave days from the Board plus \_\_\_\_\_ of my own leave days. I understand that if the paid portion of my leave extends beyond 30 days, I must return with a balance of at least 5 unused sick/personal days.
- I will have a total of \_\_\_\_\_ paid days and \_\_\_\_\_ unpaid days during the FMLA window of 60 workdays.
- During the unpaid portion of long-term parental/FMLA leave, I will remain on the District's Health Insurance and will arrange for payment of my monthly share of the premiums to District 97. **Total amount due: \$ \_\_\_\_\_**
- Assuming I deliver on my due date, I plan to start my FMLA leave on \_\_\_\_\_ through \_\_\_\_\_.  
(date) (date)

#### **Phase 2 Leave: Unpaid Parental Leave**

Following the FMLA window of 60 days, I will begin my unpaid parental leave. I am requesting access to Unpaid Parental Leave for child rearing contiguous with the birth or adoption of a child. Please consider this form as my irrevocable notice.

- **I am choosing the following unpaid leave option:**
  - maximum of 60 work days if eligible for FMLA + returning the 1<sup>st</sup> day after winter break
  - maximum of 60 work days if eligible for FMLA + returning at the start of a trimester
  - maximum of 60 work days if eligible for FMLA + remainder of current school year
  - maximum of 60 work days if eligible for FMLA + remainder of current school year and following school year
- **I will return to work on the following date:** \_\_\_\_\_
- **I am choosing the following insurance option:**
  - During my Unpaid Parental Leave, I will remain on the District's Health Insurance. My initials certify that I understand I am responsible for all insurance premiums during this time. The total amount of insurance premiums, for which I am responsible for during my leave is \$ \_\_\_\_\_.
  - During my Unpaid Parental Leave, I will NOT remain on the District's Health Insurance. My initials certify that I understand that my insurance coverage will be dropped at the end of my 60 day FMLA leave and I will remain with no insurance through D97 until July 1 and will re-enroll during the next open enrollment period (April/May preceding July 1st plan year start).
  - I do not have Insurance through District 97.

Or

**B. BOARD CONTRIBUTION FOR INSURANCE COSTS**

*(FMLA with board contribution for board portion of insurance premiums during unpaid leave that follows the FMLA window cap of \$5,000 for 6 months and \$10,000 for 12 months, not to exceed actual cost of board share of premiums)*

**Phase 1 Leave: FMLA (available paid time may be used)**

I am eligible for FMLA, I would like to use sick leave concurrently with FMLA. The maximum length of the FMLA time period is 60 work days.

- I have \_\_\_\_\_ leave days in my account as of the date of this meeting. I understand that if the paid portion of my leave extends beyond 30 days, I must return with a balance of at least 5 unused sick/personal days.
- I will have a total of \_\_\_\_\_ paid days and \_\_\_\_\_ unpaid days during the FMLA window of 60 work days.
- During the unpaid portion of short term parental/FMLA leave, I will remain on the District’s Health Insurance and will arrange for payment of my monthly share of the premiums to District 97. **Total amount due: \$ \_\_\_\_\_**
- Assuming I deliver on my due date, I plan to start my FMLA leave on \_\_\_\_\_ through \_\_\_\_\_.  

(date)
(date)

**Phase 2 Leave: Unpaid Parental Leave**

Following the FMLA window of 60 days, I will begin my unpaid parental leave. I am requesting access to Unpaid Parental Leave for child rearing contiguous with the birth or adoption of a child. Please consider this form as my irrevocable notice.

- **I am choosing the following unpaid leave option:**
  - maximum of 60 work days if eligible for FMLA + returning the 1<sup>st</sup> day after winter break
  - maximum of 60 work days if eligible for FMLA + returning at the start of a trimester
  - maximum of 60 work days if eligible for FMLA + remainder of current school year
  - maximum of 60 work days if eligible for FMLA + remainder of current school year and following school year
- **I will return to work on the following date: \_\_\_\_\_**
- **I am choosing the following insurance option:**
  - \_\_\_\_\_ During my Unpaid Parental Leave, I will remain on the District’s Health Insurance. My initials certify that I understand I am responsible for all insurance premiums during this time. The total amount of insurance premiums, for which I am responsible for during my leave is \$ \_\_\_\_\_.
  - \_\_\_\_\_ I do not have Insurance through District 97.

**Signatures:**

Employee:

HR:

Date

Date:

## Leave of Absence FAQ

1. How many PAID days can someone take off for birth/adoption of a baby?
  - a. During a twelve (12) week short-term parental leave an eligible teacher can use up to a maximum of sixty (60) paid leave days. The teacher must have the sixty days available to him/her. Please note that if a teacher plans to use more than (30) days of paid sick leave, the teacher must return to work from leave with a minimum sick leave balance of five (5) days.
  
2. What are my options for the length of a leave?
  - a. up to 30 school days per Illinois School Code (*a Fitness for Duty form will be required to return to work prior to the end of standard recovery period*)
  - b. maximum of 60 work days if eligible for FMLA - *Please note a teacher may return to work in less than 60 days.*
  - c. maximum of 60 work days if eligible for FMLA + time till winter break
  - d. maximum of 60 work days if eligible for FMLA + returning at the start of a trimester
  - e. maximum of 60 work days if eligible for FMLA + remainder of current school year
  - f. maximum of 60 work days if eligible for FMLA + remainder of current school year and following school year
  
3. What are leave options when both spouses work in District 97?
  - a. When both parents work in District 97, each parent will be eligible for the 15 parental leave days provided in the OPTA Contract.
  - b. FMLA regulations state that married couples who work for the same employer are eligible for a combined absence of 60 work days. In other words, the 60 work days provided under FMLA must either be shared, or taken by only one parent. For example, if parent A takes 45 days of FMLA, the parent B will only be able to take 15 days of FMLA.
  - c. If parent A chooses to take the full 60 days of FMLA, parent B is eligible to use the 15 parental leave days provided by the OPTA Contract plus 15 sick days of their own to reach the 30 Day provision under Illinois School Code. Parent A will need to leave a remaining balance of 5 days in their account if using more than 30 paid days.
  
4. How do I know if I qualify for maternity leave under FMLA?
  - a. To qualify for FMLA an employee must have worked full time for the District during the 12 months prior to the start of FMLA leave.
  
5. How do I know if my leave will affect my year of service towards tenure, TRS, years of service, and movement on the salary scale?

What Counts as a Year for Teachers?		
	Days Needed for a Year	Source Document
Seniority as a teacher	120 paid days	OPTA Contract
Accrual towards tenure	120 work days (present and active)	Illinois School Code
TRS Pension	170 paid days	TRS
Salary Advancement	120 paid days	OPTA Contract

# District 97 Contract Language

## A. PARENTAL/FMLA LEAVE

Teachers may elect one of two (2) options:

### 1. SHORT-TERM PARENTAL/FMLA LEAVE (UP TO 60 WORK DAYS IN ACCORDANCE WITH FMLA)

- a. An eligible teacher shall be granted fifteen (15) paid parental leave days from the Board. During a twelve (12) week short-term parental leave an eligible teacher can use a maximum of sixty (60) paid leave days, inclusive of any days said teacher has available. If a teacher plans to use more than (30) days of paid sick leave, the teacher must have a minimum sick leave balance of five (5) days upon return from leave.
  - i. Examples:
    1. Teacher has sixty (60) sick leave days available. They choose to take a sixty (60) day parental/FMLA leave. The teacher is granted fifteen (15) paid parental leave days from the Board and may use a maximum of forty-five (45) sick leave days for parental leave. The teacher returns to work with fifteen (15) sick leave days.
    2. Teacher has thirteen (13) sick leave days available. They choose to take a sixty (60) day FMLA leave. The teacher is granted fifteen (15) paid parental leave days from the Board and may use up to thirteen (13) sick leave days for parental leave. The teacher returns to work with zero (0) sick leave days.
    3. Teacher has thirty-five (35) sick leave days available. They choose to take a sixty (60) day FMLA leave. The teacher is granted fifteen (15) paid parental leave days from the Board and may use a maximum of thirty (30) sick leave days for parental leave. The teacher returns to work with five (5) sick leave days.
- b. A teacher may request a total of 4 days of transition time with the assigned substitute to aid in continuation of instruction surrounding a leave of absence.

### 2. LONG-TERM PARENTAL LEAVE (GREATER THAN 60 WORK DAYS)

- a. A leave of absence leave shall be granted upon application to the Board to eligible teachers for the purpose of parental leave contiguous with the birth or adoption of a child, provided that the teacher gives the Assistant Superintendent for Human Resources prior, irrevocable notice in writing of the teacher's return-to-work date at the time the teacher applies for the leave.
- b. As provided in paragraph D1 above, during a twelve (12) week short-term parental/FMLA leave an eligible teacher can use a maximum of sixty (60) paid leave days, inclusive of any days the teacher has available. An eligible teacher may choose from one (1) of the options below:
  - i. During the time a teacher is on unpaid long-term parental leave following FMLA, an eligible teacher shall receive \$5,000 per 6 months up to a total of \$10,000 for one year to fund the Board share of health insurance coverage. Payment may not exceed the cost of the Board share for health insurance during the unpaid leave of absence.
  - ii. An eligible teacher shall be granted fifteen (15) paid parental leave days from the Board. These days shall run concurrently with FMLA leave. The teacher shall be responsible for the cost of the entire insurance premium during the time they are on unpaid leave following FMLA leave.
- c. If a teacher chooses to receive the fifteen (15) paid parental leave days from the Board provided in paragraph 2(a), the teacher may use up to a maximum of forty-five (45) sick leave days (if using more than 30 days of paid sick leave), provided that they return to work with a minimum balance of 5 days. These paid parental and sick leave days shall run concurrently with FMLA leave

- d. If a teacher chooses to receive the allocation to be applied to the cost of health insurance premiums provided in paragraph 2(ii), the teacher may use up to sixty (60) sick leave days provided that they return to work with a minimum balance of 5 days. These days shall run concurrently with FMLA leave.
- e. A long-term parental leave must terminate no later than the end of the second school year after the date on which the leave commences. If the teacher chooses to return prior to the end of the second school year after which the leave commences, they must return at the beginning of a trimester or the Monday following Winter Break. Teachers who receive a new group of students every trimester will not be eligible to return from an unpaid leave until the first day of the next trimester.
  - i. For example, if a teacher commences long-term parental leave in January 2019, the teacher may return at either the start of the 2019-20 school year **or** at the start of the 2<sup>nd</sup> trimester **or** at the start of the 3<sup>rd</sup> trimester.
- f. An unpaid family leave shall not constitute a break in the teacher's service for the purpose of calculating seniority; however, the teacher shall not accrue any additional teaching service while on a leave of more than sixty (60) days.
- g. A teacher may request a total of 4 days of transition time with the assigned substitute to aid in continuity of instruction surrounding a leave of absence.

B. GENERAL PROVISIONS

1. Seniority shall be retained during any authorized leave of absence but shall not be accumulated during any such period of an unpaid absence of more than sixty (60) days.
2. Upon return from unpaid leave, a teacher shall be placed at the same salary level as they had when the teacher commenced the leave, without advancement for the time spent on the leave. A teacher who has had one hundred twenty or more days of paid service, in the school year immediately preceding a leave, will advance one salary level upon return. (See Salary and Fringe Benefits, Article XVI, A.1.c.).
3. Except for a parental leave, written notice of a teacher's intent to return from a leave must be submitted to the Superintendent by January 31<sup>st</sup> in order to retain a position for the next school year. Upon returning from a leave, a teacher also will be restored to a position substantially equivalent to that in which the teacher was employed prior to the leave, if such a position is available.

## **Illinois School Code: 105 ILCS 5/24-6**

Sec. 24-6. Sick leave.

In relevant part, "...30 days for birth or as the school board may deem necessary in other cases. If the school board does require a certificate as a basis for pay during leave of less than 3 days for personal illness, the school board shall pay, from school funds, the expenses incurred by the teachers or other employees in obtaining the certificate. For paid leave for adoption or placement for adoption, the school board may require that the teacher or other employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days unless a longer leave has been negotiated with the exclusive bargaining representative."

## **Federal Family and Medical Leave Act of 1993**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - o the birth of a child and to care for the newborn child within one year of birth;
  - o the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - o to care for the employee's spouse, child, or parent who has a serious health condition;
  - o a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - o any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).