

Agreement to Complete 12-Week Work Obligation

I, _____, understand that the contribution(s) paid on my behalf to maintain any health insurance coverage during the use of paid parental leave is a forgivable loan that will be forgiven only upon the completion of a 12-week work obligation at the agency employing me at the time I conclude using paid parental leave granted in connection with the birth or placement (for adoption or foster/kinship care) of my child.

I agree to return to work and complete the required 12 weeks of work. I understand that 12 weeks of work will be converted to hours of work based on my work schedule.

I understand that the required 12-week work obligation is fixed and not proportionally reduced if I use less than 12 weeks of paid parental leave. I understand that the only actual work periods will count toward the 12-week work obligation. I understand that periods of leave (paid or unpaid) and time off (including holiday time off) do not count towards the completion of the 12-week work obligation.

I understand that only work performed after use of paid parental leave concludes counts toward the 12-week work obligation. I understand that any period(s) of work during intermittent usage of paid parental leave (i.e., work performed prior to the conclusion of the use of paid parental leave) does not count toward the 12-week work obligation.

I understand that if I fail to return to work and fully complete the required 12-week work obligation, any agency that employed me during a period of time in which I used paid parental leave may require the forgivable loan to be due at the total amount of any Louisville Metro Government contributions paid on my behalf to maintain any health insurance coverage under

my Health Benefits during that period of time, unless I meet conditions established under the Louisville Metro Code of Ordinances that waive my obligation to perform under this Agreement. If I do not meet those conditions and if my agency determines that the forgivable loan must be paid, I understand that it must seek collection of the full amount and that there is not authority for a partial waiver of the amount owed.

I understand that if I separate from the employing agency to which the 12-week work obligation is owed before completing that obligation, such separation is considered to be a failure to meet that obligation. I understand that, in that circumstance, I will not be allowed to complete the work obligation at a later time.

If an affected agency determines that the forgivable loan is due, I agree to make the required payment to that agency. However, I reserve the right to challenge the agency decision through any application administrative or judicial process and to seek return of any amounts erroneously collected from me.

Employee's Signature: _____ Date: _____

****Note: This Agreement must be attached to the employee's paid parental leave request. ****