**NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES**

**FAMILY AND MEDICAL LEAVE ACT (FMLA)**

**AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

**TO: [Employee]**

**FROM: [District Representative]**

**DATE:**

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**Part A - Notice of Eligibility**

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_\_\_\_\_\_ for:

□ The birth of your child and to care for the newborn child, or placement of a child with you for adoption or foster care and to care for the newly placed child (within 12 months of the birth or placement of the child);

□ Your own serious health condition which makes you unable to work at all or unable to perform any one or more of the essential functions of your job (pregnancy is a serious health condition under FMLA, but not CFRA; if you are disabled due to pregnancy, please see separate DFEH notices titled “Your Rights and Obligations as a Pregnant Employee” and “Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave”);

□ You are needed to care for your □ spouse or a registered domestic partner; □ son or daughter; □ parent; due to his/her serious health condition.

□ Because of any qualifying exigency arising out of the fact that your □ spouse; □ son or daughter; □ parent is on covered active duty or call to covered active duty status with the Armed Forces.

□ Because you are the □ spouse; □ son or daughter; □ parent; □ next of kin of a covered service member with a serious injury or illness.

This Notice is to inform you that you:

□ Are eligible for FMLA and/or CFRA leave (See Part B for Rights and Responsibilities)

□ Are not eligible for FMLA and/or CFRA leave, because (only one reason need be checked, although you may not be eligible for other reasons):

□ You have not met the FMLA’s and/or CFRA’s 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_\_\_\_\_ months toward this requirement.

□ You have not met the FMLA’s and/or CFRA’s hours worked requirement (1,250-hours-worked within the 12-month period immediately prior to the date the FMLA and/or CFRA leave is to commence).

□ Your employer does not employ 50 or more employees within 75 miles of your worksite.

If you have any questions, contact the Human Resources/Personnel Department or view the FMLA/CFRA poster located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Part B - Rights and Responsibilities for Taking FMLA and/or CFRA Leave**

As explained in Part A, you meet the eligibility requirements for taking FMLA and/or CFRA leave and still have FMLA and/or CFRA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA and/or CFRA leave, you must return the following requested information to us by \_\_\_\_\_\_\_\_\_\_\_\_\_\_.**  (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

**If none of the boxes are checked, no additional information is requested at this time.**

□ Sufficient certification to support your request for FMLA and/or CFRA leave. A certification form that sets forth the information necessary to support your request is enclosed.

□ Sufficient documentation to establish the required relationship between you and your family member.

□ Other information needed (such as documentation for military family leave): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**If your leave qualifies as FMLA and/or CFRA leave, you will have the following responsibilities while on FMLA and/or CFRA leave (only checked boxes apply):**

□ Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to make arrangements to continue to make your share, if any, of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day grace period 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 CFRA leave, and recover these payments from you upon your return to work.

□ You will be required to use your available paid □ sick, □ extended sick leave, □ vacation, and/or □ other leave during your FMLA and/or CFRA absence. This means that you will receive your paid leave and any FMLA and/or CFRA leave will also be considered protected leave and counted against your FMLA and/or CFRA leave entitlement. (An employee receiving any form of disability payments or Paid Family Leave is not on “unpaid leave” and the employer may not *require* the employee to use paid time off, sick leave, or accrued vacation.)

□ Due to your status within the District, you are considered a “key employee” as defined in the FMLA and/or CFRA. This means you are paid on a salary basis and are amongst the highest paid 10% of our employees who are employed within 75 miles of your worksite. As a “key employee,” restoration to employment may be denied following FMLA and/or CFRA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.

□ While on leave, you will 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 particular leave situation.]

□ 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 for work.

**If your leave qualifies as FMLA and/or CFRA leave, you will have the following rights while on FMLA and/or CFRA leave:**

□ You have a right under the FMLA and/or CFRA for up to 12 workweeks of unpaid leave in a 12-month period calculated as:

□ the calendar year (January - December).

□ a fixed leave year based on a fiscal year (July 1 through June 30, inclusive).

□ the 12-month period measured forward from the date of your first FMLA and/or CFRA leave usage.

□ a “rolling” 12-month period measured backward from the date of any FMLA and/or CFRA leave usage.

**NOTE:** If your FMLA and/or CFRA leave is for child bonding leave, and you have worked for the District for at least 12 months,you are eligible for Education Code parental leave for a maximum of 12 workweeks. You must exhaust all sick leave, including accumulated sick leave, to be eligible for differential pay of at least 50% of your salary for the remainder of the 12 workweeks. (The at least 50% requirement goes into effect 1/1/2019.) This parental leave will be protected leave and will run concurrently with your FMLA and/or CFRA leave.

□ You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

□ Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.

□ On your return from FMLA and/or CFRA-protected leave, you must be reinstated to the same position or a comparable position that is equivalent (i.e., virtually identical) to your former position in terms of pay, benefits, shift, schedule, geographic location, and working conditions. (If your leave extends beyond the end of your FMLA and/or CFRA entitlement, you do not have return rights under FMLA and/or CFRA.)

□ If you do not return to work following FMLA and/or CFRA 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 CFRA leave; 2) the continuation, recurrence or onset of a covered service member’s serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA and/or CFRA leave.

□ If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA and/or CFRA leave entitlement, you have the right to have □ sick leave, □ extended sick leave, □ vacation, and/or □ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the District’s leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA and/or CFRA leave.

□ For a copy of conditions applicable to sick leave, extended sick leave, vacation and/or other leave usage please refer to applicable Board Policies and Administrative Regulations and collective bargaining agreements. These documents are available on our District’s website or at the District Office.

**Once we obtain the information from you as specified above, we will inform you, within five (5) business days, whether your leave will be designated as FMLA and/or CFRA leave and count toward your FMLA and/or CFRA leave entitlement. If you have any questions, please do not hesitate to contact: [District Representative] at [District Phone Number].**