



## LOS ANGELES UNIFIED SCHOOL DISTRICT Family and Medical Leave Act/California Family Rights Act

**DATE:** \_\_\_\_\_

**TO:** \_\_\_\_\_ **EMPLOYEE ID #:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**SUBJECT: FAMILY AND MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT (FMLA/CFRA) – NOTICE OF ELIGIBILITY AND EMPLOYEE RIGHTS & RESPONSIBILITIES**

### **PART A – NOTICE OF ELIGIBILITY**

You have notified the District of your need for absence or leave from work. In addition to the leave policies set forth in any applicable collective bargaining agreement, if you are eligible, your absence also appears to qualify for protection under the federal Family and Medical Leave Act (“FMLA”) and/or the California Family Rights Act (“CFRA”).

To be eligible for an FMLA/CFRA protected leave, an employee must have worked for LAUSD for at least 12 months (52 weeks) at any time over the past seven years and have worked at least 130 workdays (or 1,250 hours for employees in Units A, G and E) in the twelve (12) months preceding the leave.

### **PART B – RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA/CFRA LEAVE**

For us to determine whether your absence qualifies as FMLA/CFRA leave, you must return a health care provider certification form to your worksite within fifteen (15) calendar days of receiving this notice. The certification form must contain sufficient information to support your request for FMLA/CFRA leave.

**If required information is not provided in a timely manner, your leave may not be protected by FMLA/CFRA. Unprotected absences may be counted against you in your attendance report.**

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 an FMLA/CFRA protected leave and count towards your FMLA/CFRA leave entitlement.



## LOS ANGELES UNIFIED SCHOOL DISTRICT

### Family and Medical Leave Act/California Family Rights Act

#### **Employee Responsibilities**

If your leave qualifies as an FMLA/CFRA protected leave, you will have the following **responsibilities** while on FMLA/CFRA Leave:

1. Provide 30 days advance notice of the need to take FMLA/CFRA when the need is foreseeable.
2. When 30 days advance notice is not possible, provide notice as soon as practical.
3. Comply with your worksite's normal call-in and reporting procedures.
4. Make reasonable effort to schedule treatment so as not to disrupt operations.
5. If you do not return to work following FMLA/CFRA leave for a reason other than: A) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA/CFRA leave; B) the continuation, recurrence, or onset of a covered service member's serious injury of illness which would entitle you to FMLA/CFRA leave; or C) other circumstances beyond your control, you may be required to reimburse the District for health insurance premiums paid on your behalf while on FMLA/CFRA leave.

#### **Employee Rights**

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

1. You have a right under FMLA/CFRA for up to twelve (12) weeks of unpaid leave in a 12-month period calculated as the 12-month period measured forward from the date of your first FMLA/CFRA.
2. You have a right under FMLA for up to twenty-six (26) weeks of unpaid leave in a single 12-month period to care for a covered military service member with a serious injury or illness. This single 12-month period is measured forward from the date of your first absence to care for a covered military service member. However, you are not entitled to more than twenty-six (26) weeks in a 12-month period. For example, if you take twelve (12) weeks of FMLA leave for your own serious health condition and subsequently require leave as a military caregiver, you are only entitled to fourteen (14) additional weeks of FMLA leave.
3. Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
4. You must generally be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA/CFRA-protected leave. However, a layoff that would have led to separation of your employment if you had not taken an FMLA/CFRA protected leave will still lead to separation of your employment. (If your leave extends beyond the end of your FMLA/CFRA entitlement, you do not have return rights under FMLA/CFRA. However, you may have rights under your Collective Bargaining Agreement.)
5. If you do not meet the requirements for taking a paid leave, you may take an unpaid FMLA/CFRA protected leave.
6. If your FMLA/CFRA absence is for your own Serious Health Condition, you may use any available full-pay illness, half-pay illness or vacation time.
7. If your FMLA/CFRA absence is to care for your Family Member, you may use any available Kin Care, Personal Necessity, or vacation time. All other time is unpaid. If you are receiving benefits under California Paid Family Leave program, however, you are not permitted to use vacation benefits.

For a copy of conditions applicable to illness/vacation leave usage, please refer to your Collective Bargaining Agreement.