

Natomas Charter School

Employer Response to Employee Request for Family/Medical Leave/PDL

Family and Medical Leave Act (“FMLA”)
California Family Rights Act (“Cal-FMLA”)

Date: _____

To: _____
(Employee’s Name)

From: _____
(Name of Appropriate Employer Representative)

Subject: REQUEST FOR FAMILY/MEDICAL LEAVE

On _____, you provided the school with written notification of your need to take
(Date)
family/medical leave due to:

- The birth of a child, or the placement of a child with you for adoption or foster care; or
- A serious health condition that makes you unable to perform the essential functions of your job; or
- A serious health condition affecting your spouse, child, parent, for which you are needed to provide care.

You notified us that you are requesting this leave beginning on or about _____ and
(Date)
that you expect this leave to continue until on or about _____.
(Date)

Except as explained below, you have the right under the FMLA/Cal-FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA/Cal-FMLA leave for a reason other than (1) the continuation, recurrence, or onset of a serious health condition which would require FMLA/Cal-FMLA leave; or (2) 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/Cal-FMLA leave

This is to inform you that:

1. You are eligible not eligible for leave under the FMLA/Cal-FMLA

2. The requested leave will will not be counted against your annual FMLA/Cal-FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ (insert date) (must be at least 15 days after you are notified of this requirement), or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA/Cal-FMLA leave. We will will not require that you substitute accrued paid leave for unpaid FMLA/Cal-FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)
5. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/Cal-FMLA leave. Arrangements for payment have been discussed with you, and it is agreed that you will make premium payments as follows: (Set forth date, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee)
6. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided,
7. You are are not a “key employee” as described in § 825.217 of the FMLA regulations. If you are a “key employee”, restoration to employment may be denied following FMLA/Cal-FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us as discussed in § 825.218.
8. While on leave, you will will not be required to furnish us with periodic reports every _____ (indicate interval of periodic reports) of your status and intent to return to work (see § 825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you will will not be required to notify us at least two work days prior to the date you intend to work.
9. You will will not be required to furnish recertification relating to a serious health condition

Pregnancy Disability Leave

Cal-FMLA specifically excludes pregnancy-related disability from the “serious health conditions” for which employers are obligated to provide family and medical leave. The Cal-FMLA provisions are

separate and distinct from the pregnancy provisions of the Fair Employment and Housing Act (FEHA), which gives employees the right to take up to 4 months off if disabled on account of pregnancy, childbirth or related medical condition.

Therefore, a pregnant employee may be able to take a total of 4 months of pregnancy disability leave plus 12 weeks of Cal-FMLA leave in a 12 month period. The school will pay its normal share of health benefits for up to 12 weeks of pregnancy-related disability, based on FMLA. After the employee is released to return to work, she will have the right to an additional 12 weeks of child care leave under Cal-FMLA during which the school will continue to pay its normal share toward health benefits.

You notified us that you are requesting this leave beginning on or about _____ and
(Date)
that you expect this leave to continue until on or about _____.
(Date)

1. You have informed us that you will will not take pregnancy disability leave prior to using any of your entitled Cal-FMLA leave.
2. You will will not be required to furnish medical certification of your pregnancy disability. Such certification must state: (1) The date you became disabled, (2) the expected duration of the disability, and 3) an explanation of why you cannot work.