

Stanley County School District #57-1
Board of Education – Regular Meeting Agenda

August 10, 2022 – 6:00 P.M.
Board Room – Parkview Auditorium

Proposed Agenda

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Agenda
4. Conflict of Interest Declaration
5. Consent Agenda
 - a. Approval of Minutes for July 13, 2022 Board Meeting and July 27, 2022 Special Board Meeting
 - b. Approval of Bills
 - c. Imprest Expense
 - d. Financials for July 2022
 - e. Surplus
6. Public Comment
7. Approval of Policy GBL: Personnel Records
8. Approval of Policy GBM: Staff Complaints and Grievances
9. Approval of Policy GBM-R(1): Staff Complaints and Grievances – Procedures (Regulation)
10. Approval of GCA: Professional Staff Positions
11. Approval of GCA-R(1): Professional Staff Positions – Job Descriptions: Teacher
12. Approval of GCB: Qualifications of Teachers
13. 1st Reading of Policy GCBDC: Jury Duty
14. 1st Reading of Policy GCBDD: Military Leave
15. 1st Reading of Policy GCBDE: Family and Medical Leave
16. 1st Reading of Policy GCBDE-R(1): Family and Medical Leave – Procedures (Regulation)
17. 1st Reading of Policy GCBDF: Nursing Mothers
18. Approval of Elementary Handbook
19. Approval of MS/HS Handbook
20. Approval of Activities Handbook
21. Approval of Technology Handbook
22. Parkview gym use
23. Buildings and grounds
24. Administrators Report
25. Executive Session – per SDCL 1-25-2 (1) Personnel, (2) Student Matters
26. Resignations
27. Contracts/Letters of Intent
28. Lane Change
29. Open Enrollments
30. Adjournment

Policy GBL: PERSONNEL RECORDS

Status: DRAFT - 2nd
Reading

Original Adopted Date: Pending | Last Reviewed Date: 07/29/2022

A file of personnel records shall be maintained in the Superintendent's office for each employee of the School District. A file shall be kept for all resigned or retired employees, including such essential information as specified by state and federal laws.

CONFIDENTIALITY

Personnel information concerning district employees is generally confidential. Some personnel information is "public record" and must be released to any person upon request:

- (1) salaries,
- (2) routine directory information, consisting of employee's name and address, and subject to the employee's right to direct that his/her address not be disclosed), and
- (3) employment applications and related materials submitted by individuals hired into executive or policymaking positions within the District.

However, any current or prior contract with any public employee and any related document that specifies the consideration to be paid to the employee is by law a public document and to which the public has the right to examine and make memoranda and abstracts therefrom during regular school hours.

Pursuant to state law, any record or document, regardless of physical form, created by the District in connection with the evaluation of the Superintendent constitutes personnel information and is not open to inspection or copying.

Records of an employee's evaluation shall not be released without the written consent of the employee unless authorized or required by law.

Files containing medical information regarding an employee, including employment accommodations pursuant to Americans with Disabilities Act (ADA) and Rehabilitation Act Section 504, will be kept separate from other personnel files and shall not be released without the written consent of the employee unless authorized or required by law.

TYPES OF INFORMATION

The records shall contain, at a minimum, the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials and certification;
6. Records of assignment;
7. Evaluations of performance;
8. Letters of commendation, reprimand, or omission of duty.

USE OF PERSONNEL RECORDS

All the contents of the personnel records file shall be available for inspection by the employee concerned. The district reserves the right to have a member of the Superintendents office staff

present at the time the employee inspects his or her personnel file. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The employee shall have the right to respond in writing to all materials contained in the personnel file. Responses shall become part of the file.

Any complaints directed towards an employee, which are placed in the personnel file, are to be promptly called to the employee's attention in writing.

PARENTAL NOTICE

If the District receives Title I funds, at the beginning of the school year the District shall inform the parents of children attending school that the parents may request information regarding the professional qualifications of their children's teachers. Upon receipt of a parental request for this information, the District shall provide the following information:

- (1) whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction,
 - (2) whether the teacher is teaching under "Plan of Intent" status,
 - (3) the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree, and
 - (4) whether the child is provided services by paraprofessionals and, if so, their qualifications.
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Policy GBM: STAFF COMPLAINTS AND GRIEVANCES

Status: DRAFT - 2nd
Reading

Original Adopted Date: Pending | Last Reviewed Date: 07/29/2022

The Board will encourage the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and the Board.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and each employee should be assured opportunity for an orderly presentation and review of complaints and concerns. Channels established will provide for the following:

1. That teachers and other employees may appeal a ruling of a principal or other administrator to the superintendent;
2. That all school employees may appeal a ruling of the superintendent to the Board.

The procedures established for the resolution of grievances in agreements negotiated with recognized employee bargaining units will apply only to "grievances" as defined in the particular agreement.

Regulation GBM-R(1): STAFF COMPLAINTS AND GRIEVANCES - PROCEDURES
(Regulation)

Status: DRAFT - 2nd
Reading

Original Adopted Date: Pending | **Last Reviewed Date:** 07/29/2022

Article I

Definitions:

- A "grievance" is a complaint by a person or group of persons employed by the Stanley County School District # 57-1 , made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a "grievance."
 - An "aggrieved person" is the person or group of persons filing the grievance.
 - "Board" means the School Board of the district.
 - "Days" shall mean calendar days unless otherwise specified.
- Board's Designee" means selected Board Representative.

Article II

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the district and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association, then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

Article III

Procedure:

- It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
- If an employee does not file a grievance in writing with the principal or other supervisor within 10 calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- A supply of the grievance forms shall be on file with the building principal, and/or the immediate supervisor.

Article IV

Informal Procedures:

If an employee feels he has a grievance, he shall first discuss the matter with his supervisor, principal or other administrator, to whom he is directly responsible, in an effort to resolve the problem.

If, after such discussion with the supervisor, principal, or other administrator, the employee is not satisfied with the disposition of the matter, he shall have the right to present the matter to and discuss it with the Superintendent.

Article V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he shall submit his claim in writing.

Three (3) copies of this written grievance shall be prepared by the employee and he shall send one (1) copy to each of the following: Supervisor, Principal or other administrator, and the Superintendent of Schools.

An employee who is not directly responsible to a building principal may submit his formal written grievance claim to the administrator or supervisor to whom he is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator, within five (5) calendar days, shall render his decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

If an aggrieved person is not satisfied with the decision concerning his alleged grievance at Level One, or if no written decision has been rendered within five (5) calendar days, he may, within three (3) calendar days after the decision is rendered, or within eight (8) calendar days after his formal presentation, file his/her alleged grievance with the Superintendent of Schools.

The Superintendent of Schools, or his/her designee, within five (5) calendar days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at the Level Two hearing and copies thereof shall be given to the Superintendent and the grievant. The Superintendent shall, within five (5) calendar days after this meeting, render his decision in writing to the aggrieved person, the supervisor and the principal or other administrator. 25

LEVEL THREE - Board of Education

If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) calendar days, he shall within five (5) calendar days thereafter transmit it by letter to the Superintendent with a statement of reasons why it is being appealed.

At the next regular meeting or a special meeting, the board (or its designated agent) shall consider the grievance and have a hearing to be held in executive session. The Board shall make a final decision thereon at that regular or special meeting, if possible. The aggrieved party shall be provided with a written decision within ten (10) calendar days of such a hearing.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within twenty-one (21) calendar days after receipt of the written decision of the Board, or within twenty-one (21) calendar days of the date when the decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver of either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

LEVEL FIVE

All provisions as provided in SDCL 3-18-15.2.

Article VI

Miscellaneous:

- If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building

being visited and state the purpose of the visit.

- Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
 - Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three, a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
 - If, in the judgment of the employee organization, a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence in which an employee or group has already initiated a grievance.
 - Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
 - When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
 - At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.
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Policy GCA: PROFESSIONAL STAFF POSITIONS

Status: DRAFT - 2nd
Reading

Original Adopted Date: Pending | **Last Reviewed Date:** 07/29/2022

All professional staff positions in the school district will be created initially by the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the school district's goals and objectives and to provide for the equitable staffing of each school building. Although such positions may remain temporarily unfilled, only the Board may abolish a position it has created.

Each time a new position is established by the Board, the Superintendent will present for the Board's approval a job description for the position, which specifies the job holder's qualifications and the job's performance responsibilities. The Superintendent will maintain a comprehensive set of job descriptions for all positions.

Regulation GCA-R(1): PROFESSIONAL STAFF POSITIONS - JOB DESCRIPTION: TEACHER

Status: DRAFT - 2nd Reading

Original Adopted Date: Pending | Last Reviewed Date: 07/29/2022

TITLE: Teacher

QUALIFICATIONS:

1. Teacher's certificate.
2. [Degree(s) required and area of major study]
3. [Kind and amount of prior job experience required.]
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Person designated by the Board or the Superintendent.

SUPERVISES: Staff members designated by the Board or the Superintendent.

JOB GOAL: To help students learn subject matter and skills that will contribute to their development as mature, able, and responsible men and women.

PERFORMANCE RESPONSIBILITIES:

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Plans a program of study that, as much as possible, meets the individual needs, interests, and abilities of each of the students.
3. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
4. Prepares for classes assigned, and shows written evidence of preparation upon request of immediate superior.
5. Encourages students to set and maintain standards of classroom behavior.
6. Guides the learning process toward the achievement of curriculum goals and--in harmony with the goals--establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
7. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
8. Strives to implement by instruction and action the district's philosophy of education and instructional goals and objectives.
9. Assesses the accomplishment of students on a regular basis and provides progress reports as required.
10. Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of district specialists as required.
11. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
12. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
13. Assists the administration in implementing all policies and/or rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom in a fair and just manner.
14. Makes provision for being available to students and parents for education related purposes outside the instructional day when required or requested to do so under reasonable terms.
15. Plans and supervises purposeful assignments for teacher aide(s) and/or volunteer(s) and, cooperatively with department heads, evaluates their job performance.
16. Strives to maintain and improve professional competence.
17. Attends staff meetings and serves on staff committees as required.
18. Supervises extracurricular activities as assigned.

TERMS OF EMPLOYMENT: Nine-, ten-, eleven-, or twelve-month year. Salary and work year to be established by the Board.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Approved by:	Date:
Reviewed and agreed to by: (Incumbent)	Date:

Policy GCB: QUALIFICATIONS OF TEACHERS

Status: DRAFT - 2nd
Reading

Original Adopted Date: Pending | **Last Reviewed Date:** 07/29/2022

Every teacher employed in this school system must possess a valid certificate issued by the South Dakota Department of Education.

Policy GCBDC: JURY DUTY

Status: DRAFT - 1st
Reading

Original Adopted Date: Pending | **Last Reviewed Date:** 08/03/2022

Any certified staff member called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which he or she is not a named party, will be granted leave with pay for the days or parts of days as such absence is required. The staff member may retain any payment as made by the court. The staff member will notify his or her supervisor as soon as practical to make the necessary arrangements for a substitute teacher when such leave must be taken.

Any classified staff member called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which he or she is not a named party, will be granted leave with pay for the days or parts of days as such absence is required. Any per diem (excluding mileage, meals, or lodging) received for jury duty or the designated subpoena absence will be submitted to the business office or deducted from the regular salary. The staff member will notify his or her supervisor as soon as practical to make the necessary arrangements for a substitute when such leave must be taken.

Policy GCBDD: MILITARY LEAVE

Status: DRAFT - 1st
Reading

Original Adopted Date: Pending | Last Reviewed Date: 08/03/2022

Employees of the District who qualify under the Uniform Employment and Reemployment Rights Act (USERRA) shall receive all leave, benefits and protections afforded by that Act. Employees requesting military leave will provide notice and documentation to the District as required by USERRA. An employee shall be granted military leave for service in the uniformed services of the United States, upon receipt of the required notice. Benefits shall be maintained for these employees as required by law and any applicable collective bargaining agreement. A service member who returns to the District for work following a period of active military duty must be reinstated to the same or similar position and at the same rate of pay unless otherwise provided by law. Reemployment of a person is excused if an employer's circumstances have changed so that reemployment of the person would be impossible or unreasonable. A reduction-in-force that would have included the person would be an example.

USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances. All requests for military leave will be submitted to the Superintendent or Superintendent's designee accompanied by copies of the proper documentation showing the necessity for the military leave request.

To qualify for USERRA's protections, a service member must be available to return to work within certain time limits. These time limits for returning to work depend (with the exception of fitness-for-service examinations) on the duration of a person's military service.

1. If the length of service was 30 days or less, the person must report to the District by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
2. If the length of service was 31 days to 180 days, an application for reemployment must be submitted to the employer no later than 14 days after completion of a person's service. If submission of a timely application is impossible or unreasonable through no fault of the person, the application must be submitted as soon as possible on the next day when submitting the application becomes possible.
3. If the length of service was 180 days or more, an application for reemployment must be submitted to the employer no later than 90 days after completion of a person's military service.
4. Disability-related service: The reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service. The two-year period will be extended by the minimum time required to accommodate a circumstance beyond an individual's control that would make reporting within the two-year period impossible or unreasonable.
5. Unexcused Delay: A person's reemployment rights are not automatically forfeited if the person fails to report to work or to apply for reemployment within the required time limits. In such cases, the person will be subject to the employer's established rules governing unexcused absences.

Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, the individual is required to pay 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed. South Dakota Retirement System shall be done pursuant to USERRA and SDRS requirements.

THE DISTRICT SHOULD ELECT ONE OF THE FOLLOWING PAY OPTIONS, OR THE DISTRICT MAY ELECT ANOTHER OPTION.

**** Note: USERRA does not require an employer to pay employment wages while an employee is on military leave. Whether or not to pay wages, and if wages are paid under what circumstances is for the employer to decide. Military leave pay is mandatory subject of collective bargaining with the employee bargaining unit(s).**

[OPTION 1] If military pay is greater than the employee's wages, the employee shall not receive employment wages while on military leave. If daily military pay is less than the employee's regular daily pay, the employee shall be paid the difference by the District up to a maximum of fifteen (15) days. Military leave in excess of fifteen (15) days shall be leave without pay.

[OPTION 2] If military pay is greater than the employee's wages, the employee shall not receive employment wages while on military leave. If daily military pay is less than the employee's regular daily pay, the employee shall be paid the difference by the District.

[OPTION 3] Military leave shall be leave without pay.

Policy GCBDE: FAMILY AND MEDICAL LEAVE

Status: DRAFT - 1st
Reading

Original Adopted Date: Pending | **Last Reviewed Date:** 08/03/2022

The District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall administer leave policies adopted by the Board, setting forth the rights and procedures granted by the Act, and shall ensure compliance with those policies personally, by delegation, or by some combination of personal oversight and delegation. An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

Regulation GCBDE-R(1): FAMILY AND MEDICAL LEAVE - PROCEDURES (Regulation)

Status: DRAFT - 1st
Reading

Original Adopted Date: Pending | **Last Reviewed Date:** 08/03/2022

REASONS

In compliance with the Family and Medical Leave Act of 1993 and under procedures developed by the Superintendent, leave shall be granted to eligible employees for the following reasons:

1. For the birth and care of an employee's newborn child or for placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, child, or parent who has a serious health condition, as defined by federal law;
3. For an employee's own serious health condition, as defined by federal law, that makes the employee unable to perform the employee's job;
4. To address a qualifying exigency (need) defined by federal regulation arising out of the active duty or call to active duty of a covered family member (spouse, son, daughter, parent or next of kin) who serves in a reserve component or as a retired member of the Regular Armed Forces or Reserve in support of a contingency operation; and
5. To care for a covered family member (spouse, son, daughter, parent or next of kin) who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that may render the family member medically unfit to perform duties of his/her office, grade, rank or rating.

NOTICES AND DEADLINES

- Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. Requests for family and medical leave should be made in writing but verbal requests may be made to the immediate supervisor or other designated administrator who shall then document the request. The District may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice.

Deadline for Notice to be Provided: Absent extenuating circumstances, within five (5) business days of District receipt of a request or the District being made aware of a potentially qualifying reason.

- The District shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or if additional information is needed. Leave may be delayed if the employee does not provide proper notice (30 days advance notice for a foreseeable leave); otherwise, notice as soon as the need becomes known).

Deadline for Notice to be Provided: Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.

ELIGIBILITY

Employees are eligible for up to twelve (12) workweeks of family and medical leave each school year, if they have been employed by the District for twelve (12) months, have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave, and otherwise qualify for family and medical leave. When family and medical leave is taken to care for a service member's recovery from a serious illness or injury sustained in the line of duty, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period.

Full-time teachers are presumed to have worked at least 1,250 hours during a school year. In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for the District during the twelve-month period are to be combined with hours they would have worked for the District had they not been called for military service.

In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit.

RESTRICTIONS

To the extent that an employee is entitled to any paid leave, such leave shall be taken and it shall run concurrently with family and medical leave, except that the employee may request to reserve ten (10) days of sick leave. (This requirement shall not apply to employees taking workers' compensation leave.) However, when an employee's work-related injury/medical state qualifies as a serious health condition, worker's compensation leave shall run concurrently with the twelve (12) work week entitlement.

Paid leave used by the employee as required under this policy shall count, as applicable, against the twelve (12) or twenty-six (26) FMLA workweek entitlement.

Entitlement to family and medical leave for the birth and care of a newborn child or placement of a child shall expire twelve (12) months after the date of such birth or placement.

When both husband and wife are employed by the District, the combined amount of family and medical leave for reasons other than personal illness or illness of a child shall be limited to twelve (12) workweeks. In cases of personal illness or illness of a child, each spouse is entitled to twelve (12) workweeks of family and medical leave.

Exception: The limit on the combined amount of family and medical leave shall be twenty-six (26) workweeks when both an eligible husband and wife are employed by the District and are eligible for leave that involves a covered Armed Forces service member.

Depending on the date family and medical leave is to begin, instructional employees as designated by federal regulation may be required to continue on leave until the end of the school term to avoid disruption.

Unused family and medical leave shall not accumulate from year to year.

INTERMITTENT LEAVE / REDUCED HOURS

Family and medical leave may be taken intermittently (when medically necessary) or on a reduced hours basis.

CONTINUATION OF BENEFITS

While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. Health insurance for an employee on family and medical leave shall continue to be provided by the state on the same basis had the employee not taken leave. Other employment benefits and seniority shall not accrue during unpaid family and medical leave.

RETURN TO WORK

As noted by the required notice of eligibility and rights and responsibilities when family and medical leave is taken due to an employee's own serious health condition, the employee shall provide fitness-for-duty certification before returning to work. This may include certification by the health care provider that the employee is able to perform essential functions specific to the job, as noted by the District in a list attached to the certification form.

Upon return to work, the employee shall be entitled to his/her same position (or an equivalent position with equivalent pay) with corresponding benefits and other terms and conditions of employment.

NOTICE

The District shall notify employees of family and medical leave provisions by posting appropriate notices in conspicuous places in the Central Office and each worksite and distributing notices as required by law.

Policy GCBDF: NURSING MOTHERS

Status: DRAFT - 1st
Reading

Original Adopted Date: Pending | Last Reviewed Date: 08/03/2022

The District recognizes that breastfeeding is the most healthful, natural and economic method of infant nutrition, and it is the policy of the District to support the needs of breastfeeding mothers when they return to work.

1. Maternity leave planning will address the transition from full-time maternity leave to full-time work and the impact that this may have on breastfeeding. Generally, maternity leave is a sufficient time to establish breastfeeding. Factors to consider include a combination of full-time and part time maternity leave, a flexible work schedule to accommodate breastfeeding needs, and break times to use a breast pump at work.
2. Breastfeeding employees are allowed a flexible schedule for nursing or pumping, with the schedule to be determined by the employee and employee's supervisor. The schedule requested by the employee will be approved unless the employee's supervisor has determined, in writing, that the requested schedule would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the school district. Factors to determine when considering the schedule as proposed by the employee include, but are not limited to the following: the time requested would exceed the normal time allowed for lunch, breaks, student responsibilities at the time requested, sick/personal and annual leave, and adjustment of normal work schedule.
3. The District shall provide an appropriate room, other than a bathroom, for an employee to express breast milk where;
 - a. nursing women can nurse an infant brought in during lunch or breaks;
 - b. nursing women can pump breastmilk to be stored for later use. (Each employee is responsible for proper storage of her milk using a personal storage cooler);
 - c. the area for breastfeeding or pumping is located where a crying infant will not be disruptive to other employees;
 - d. accessible electrical outlets for electric breast pump use and a sink close by with a clean, safe water source for hand washing and rinsing out breast pump equipment; and
 - e. a comfortable chair and a table or desk is available for pumping;

Notes:

1. *Districts that employ less than 50 employees are not subject to the requirements in (#3) if such requirements would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the District's business.*
2. *Section 7 of the Fair Labor Standards Act (29 U.S.C. 207) states the following:*
 - (r)(1) *An employer shall provide-*
 - A. *a reasonable break time for an employee to express breast milk for her nursing child for 1 year child for 1 year after the child's birth each time such employee has need to express the milk; and*
 - B. *a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.*
 - (2) *An employer shall not be required to compensate an employee receiving reasonable break time under paragraph (1) for any work time spent for such purpose.*
 - (3) *An employer that employs less than 50 employees shall not be subject to the requirements of this subsection, if such requirements would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business.*
 - (4) *Nothing in this subsection shall preempt a State law that provides greater protections to employees than the protections provided for under this subsection.*