

Chewelah School District #36 – *Where Dreams Begin*

Board of Director's Regular Work Session Meeting

December 2, 2021 at 6:30 PM

District Office 210 N Park and Virtually via Zoom

1. Call meeting to order
2. Flag salute
3. Modifications to the agenda
4. Approval of the agenda
5. Board professional development
 - “Surpassing Shanghai” – view and discuss video
6. First reading Policy 1260 Consultants (green)
7. First reading new Policy 3411 Accommodating Students with Epilepsy (gray)
8. First reading new Policy 5404 Family, Medical, and Maternity Leave (yellow)
9. First reading Policy 5322 Maternity Leave (blue)
10. Superintendent Report
11. Adjourn

Face coverings required for all in-person attendees

In accordance with Governor's Proclamation 20.25.15, which prohibits the Board of Directors from allowing individuals without face coverings to enter or remain in any indoor space, all in-person attendees must wear a face covering at all times during the meeting. Individuals who choose not to comply with the requirement may access the meeting virtually via Zoom at <https://us02web.zoom.us/j/81061063068>

Individuals with disabilities who may need a modification to participate in a meeting should contact the superintendent's office, at 685-6800, ext. 1002, no later than three days before a regular meeting and as soon as possible in advance of a special meeting so that special arrangements can be made.

CONSULTANTS

When knowledge or technical skills are needed that cannot be provided by persons on the staff, the superintendent shall prepare a description of services needed along with an estimation of the time and cost likely to be incurred. If such consultative assistance is approved by the board, the superintendent shall be authorized to engage consultant services, paid or unpaid, within the budgetary limits specified by the board.

Adoption Date: 2.19.97
Chewelah School District #36
Revised:
Classification:

CONTRACTS

The district shall contract annually with each applicable staff member. Such contract shall be in conformity with state law and the policies and negotiated agreements of the district. The contract shall be binding on the district and on the staff member and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided elsewhere in board policy or in negotiated agreements.

The contracts for certificated staff shall be written for a period not to exceed one year. Upon the recommendation of the superintendent contracts for selected classified staff may be in writing and/or for a specific period of time not to exceed one year. Otherwise the employment of classified staff shall be on a month-to-month basis commencing from the first day of work.

Supplemental contracts, which are not subject to the continuing contract statute, shall be issued for services to be rendered in addition to a staff member's normal "full-time" assignment.

A. Certificated Staff Contracts

The district, upon recommendation of the superintendent and approval by a majority of the board of directors, shall offer a certificated staff contract to the applicant so recommended and approved, such contract to state the salary to be paid based upon the applicable salary schedule, the number of days of service, effective date and term of the contract and to include the following statement: "failure to return this contract within ten (10) days of the above date of issuance shall constitute a resignation or nonacceptance of employment or re-employment." The contract shall also include the following statement:

"This contract replaces the prior individual contract for the _____ school year." And when applicable: "This contract shall be subject to the terms and conditions of any collective bargaining agreement between the district and the organization certified or recognized as the negotiating representative for the certificated staff employed by the board. In the event that any of the provisions of this individual staff member contract shall be inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement shall prevail.

B. Provisional Employment

The district shall issue to certificated first and second-year teaching or other non-supervisory certificated staff a "provisional contract" for "provisional employees" who are subject to non-renewal of employment as provided by law for such staff members. Staff who have completed a two year provisional term with another Washington State school district shall be provisional employees only during their first year with the district. Such "provisional contract" shall include the following rider: "It is understood and agreed that the staff member has not completed two years of employment in a Washington State public school district and at least one year of employment in the district in a teaching or other non-supervisory certificated position

and that the provisions of RCW 28A.405.220 are applicable during the first two years of certificated employment of the staff member by the district or year of employment with the district if the staff member has completed at least two years of employment in another Washington State public school district.”

C. Retire-Rehires and Persons Replacing Certificated Staff on Leave

The district shall issue one-year, non-continuing contracts to persons who have retired from a certificated position in the state of Washington and are returning to employment under the “retire-rehire” provisions of state law. The district shall issue “replacement employee” contracts upon the recommendation of the superintendent and action of the board, to certificated staff who replace certificated staff who have been granted leaves. Such contracts shall be for the duration of the leave only and are not subject to the terms of the Continuing Contract Law. Such contracts shall clearly state the terms and conditions of the contract. These contracts shall include the following rider:

“It is understood and agreed that the staff member is employed pursuant to the provisions of RCW 28A.405. In accordance with the provisions of RCW 28A.405.900, this contract shall expire automatically at the end of the contract terms set forth herein and is not subject to the provisions of RCW 28A.405.210.”

D. Adjustments

The district shall provide for the review and adjustment of certificated staff contracts on the basis of information filed with the personnel office by September 30th. The staff member shall provide the personnel office, according to schedule, with the required information, including official college or university transcripts, official records of degrees completed, official records of approval and completion of authorized work for equivalent credits and all other pertinent data for contract adjustment purposes.

E. Supplemental Employment Agreements

The district shall issue separate supplemental employment agreements to certificated staff for service to be rendered in excess of a normal “full-time” assignment or for service to be rendered beyond the scheduled staff day or for service to be performed beyond the scheduled staff year. Supplemental contracts will also be issued for co-curricular activities and special responsibility assignments. Separate agreements shall not exceed one year and if not renewed shall not constitute an adverse change in contract status. Salary for services performed under supplemental employment agreements shall be paid according to the current salary schedule for supervision of co-curricular activities or, in the case of extended time assignments, according to the applicable provisions for payment for the services rendered.

F. Consultants

Staff consultant services may be obtained when unique knowledge or technical skills are needed. A description of desired services and an estimate of time and costs shall be submitted to the Superintendent or designee for action. Compensation shall be determined by the Superintendent or designee, but normally may not exceed that paid to a regular staff member with comparable duties. The honorarium paid to a

consultant shall be determined by the Superintendent or designee, taking into account cost incurred and benefits derived there from. Compensation classification of a consultant on a personal services contract or payroll shall be determined in compliance with the guidelines of the Internal Revenue Service.

G. Title 1 Employees

All teachers working in a program supported with Title 1 funds, who were hired on or after the first day of the 2002-2003 school year, shall be highly qualified, as defined by federal law and regulations.

All paraprofessionals providing instructional support hired after January 8, 2002, shall have a secondary school diploma or a recognized equivalent and shall meet a rigorous standard of quality through a formal assessment within 90 days of hiring; those paraprofessionals hired prior to January 8, 2002 will have until September 1, 2005 to meet the standards of the formal assessment.

Paraprofessional who are hired primarily as translators or solely to conduct family involvement activities do not need to meet the new requirements. However, they must have earned a secondary school diploma or its recognized equivalent.

Cross References:	Board Policy 5254	Probation, Non-renewal, Termination
Legal References:	RCW 28A.330.100 28A.400.300	Additional powers of the board Hiring and discharging employees — Leaves for employees — Seniority and leave benefits, retention upon transfer between schools
	28A.400.315	Employment contracts [not retroactive]
	28A.405.210	Conditions and contracts of employment Determination of probable cause for non- renewal of contracts — Notice — Opportunity for hearing
	28A.405.220	Conditions and contracts of employment — Non-renewal of provisional employees — Procedure
	28A.405.240	Conditions and contracts of employment Supplemental contracts, when — Continuing contract provisions, not applicable to
	28A.405.900	Certain certificated employees exempt from chapter provisions

20 U.S.C. 6319

Management Resources: **Policy News, August 2003** **No Child Left Behind**
Update
Policy News, August 2001 Legislature Authorizes
"Retire-Rehire"

Adoption Date: 11.19.03
Chewelah School District #36
Revised Date:
Classification: Optional

ACCOMODATING STUDENTS WITH SEIZURE DISORDERS OR EPILEPSY

The District will develop and follow an individual health plan for each student with seizure disorder or epilepsy. Each individual health care plan will include an individual emergency plan element. The health plans will be updated annually, and more frequently as needed.

The Board of Directors shall designate a professional person licensed under chapter 18.71, 18.57, or 18.79 RCW as it applies to registered nurses and advanced registered nurse practitioners, to consult and coordinate with the student's parents and health care provider, and train and supervise the appropriate school district personnel in proper procedures for care for students with epilepsy or other seizure disorders to ensure a safe, therapeutic learning environment. Training required may also be provided by a national organization that offers training for school nurses for managing students with seizures and seizure training for school personnel.

In addition to adhering to the requirements of each individual health care plan, for the general care of students with seizure disorder or epilepsy, the district will:

- A. Acquire necessary parent requests and instructions for treatment;
- B. Acquire monitoring and treatment orders from licensed health care providers prescribing within the scope of their licensed authority;
- C. Provide sufficient and secure storage for medical equipment and medication provided by the parent;
- D. Establish school policy exceptions necessary to accommodate students' needs related to epilepsy or other seizure disorders, as described in the individual health plan;
- E. Ensure the development of individual emergency plans;
- F. Ensure the possession of legal documents for parent-designated adults to provide care, if needed;
- G. Ensure each individual health plan at least annually; and
- H. Ensure each student's individual health care plan will be distributed to appropriate staff based on the student's needs and the staff member's contact with the student.

Parents of students with seizure disorders or epilepsy may designate an adult to provide care for their student consistent with the student's individual health care plan. At parent request, school district employees may volunteer to be a parent-designated adult under this policy, but they will not be required to participate.

"Parent-designated adult" means a parent-designated adult who is not licensed under chapter 18.79 and: (A) Volunteers for the designation; (B) receives additional training from a health care professional or expert in care for epilepsy or other seizure disorders selected by the parents; and (C) provides care for the child consistent with the individual health plan.

A parent-designated adult may be a school district employee. Parent-designated adults who are school employees will file a voluntary, written, current, and unexpired letter of intent stating their willingness to be a parent-designated adult. Parent-designated adults who are school employees are required to receive training in caring for students with seizures from the (insert

title of appropriate staff member) or from a parent-selected health care professional or appropriate personnel from a national epilepsy organization that offers seizure training and education for school nurses and other school personnel. If a school district employee who is not licensed under chapter 18.79 RCW chooses not to file a letter under this section, the employee may not be subject to any employer reprisal or disciplinary action for refusing to file a letter.

Parent-designated adults who are not school employees are required to show evidence of comparable training and meet school district requirements for volunteers. Parent-designated adults must receive additional training from a parent-selected health care professional or expert in seizure care to provide the care requested by the parent. The (insert appropriate staff member) is not responsible for the supervision of procedures authorized by the parents and carried out by the parent-designated adult.

The district, its employees, agents, or parent-designated adults who act in good faith and in substantial compliance with a student's individual health care plan and the instructions of the student's health care provider will not be criminally or civilly liable for services provided under RCW 28A.210.330.

Cross References:

2121 - Substance Abuse Program
2161 - Special Education and Related Services for Eligible Students
2173 - Education of Students With Disabilities Under Section 504 of the Rehabilitation Act of 1973
3122 - Excused and Unexcused Absences
3210 - Nondiscrimination
3244 - Prohibition of Corporal Punishment
3520 - Student Fees, Fines, or Charges
4315 - Regulation of Dangerous Weapons on School Premises

Legal References:

RCW 9.41.280 Possessing dangerous weapons on school facilities — Penalty — Exceptions
RCW 28A.150.240 Certificated teaching and administrative staff as accountable for classroom teaching — Scope — Responsibilities — Penalty
Chapter 28A.225, RCW Compulsory school attendance and admission
Chapter 28A.320, RCW Provisions applicable to all districts

RCW 28A.400.100 Principals and vice principals —
Employment of — Qualifications — Duties

RCW 28A.400.110 Principal to assure appropriate student
discipline — Building discipline standards — Classes to
improve classroom management skills

Chapter 28A.600 RCW, Students

WAC 392-190-048 Access to course offerings – Student
discipline

Chapter 392-400 WAC, Student Discipline

34 CFR Part 100.3 Regulations implementing Civil Rights Act
of 1964

42 U.S.C. 2000d et seq. Civil Rights Act of 1964

Management Resources:

2021 – February Issue

2019 – April Policy Alert

2018 - August Issue

2016 - July Issue

2014 - December Issue

2014 - August Issue

2010 - June Issue

Adoption Date:

Chewelah School District #36

Classification: Essential

Revised Dates:

Medication at School

Each school principal with the school nurse shall authorize at least two staff members to administer prescribed or non-prescribed medication. These designated staff members will receive RN delegation prior to the opening of school each year.

For purposes of this procedure, "medication" means oral medication, topical medication, eye drops, ear drops, and nasal spray. Oral medications are administered by mouth either by swallowing or by inhaling and may include administration by mask if the mask covers the mouth or mouth and nose. Medication administered directly into the digestive tract via gastrostomy tube is also considered an oral medication.

Medication may be dispensed to students on a scheduled basis upon written authorization from a parent with a written request by a licensed health professional prescribing within the scope of their prescriptive authority. If the medication is to be administered more than fifteen consecutive days the written request must be accompanied by written instructions from a licensed health professional. Requests will be valid for not more than the current school year. The prescribed or non-prescribed medication must be properly labeled and be contained in the original container. The dispenser of prescribed or non-prescribed oral medication will:

Collect the medication directly from the parent, students should not transport medication to school, collect an authorization form properly signed by the parent and by the prescribing licensed health professional and collect instructions from the prescribing licensed health professional if the oral medication is to be administered for more than fifteen consecutive days;

- A. Store the prescription or non-prescribed oral medication (not more than a twenty (20) day supply) in a locked, substantially constructed cabinet;
- B. Maintain a daily record which indicates that the prescribed or non-prescribed medication was dispensed.
- C. Provide for supervision by a physician or registered nurse.
- D. A copy of this policy shall be provided to the parent upon request for administration of medication in the schools.

Prescribed and over-the-counter oral or topical medications, eye drops or ear drops may be administered by a registered nurse, a licensed practical nurse or an authorized staff member.

Nasal sprays containing legend (prescription) drugs or controlled substances may only be administered by a school nurse or, if a school nurse is not present on school premises, an authorized school employee; or a parent-designated adult with training as required by [RCW 28A.210.260](#).

No prescribed medication will be administered by injection by staff except when a student is susceptible to a predetermined, life-endangering situation. The parent will submit a written statement which grants a staff member the authority to act according to the specific written orders and supporting directions provided by licensed health professional prescribing within his or her prescriptive authority (e.g., medication administered to counteract a reaction to an insect sting). Such medication will be administered by staff trained by the supervising registered nurse to administer such an injection.

Written orders for emergency medication, signed and dated, from the licensed health professional prescribing within his or her prescriptive authority will:

- A. State that the student suffers from an allergy which may result in an anaphylactic reaction;
- B. Identify the drug, the mode of administration, and the dose. Epinephrine administered by inhalation, rather than injection, may be a treatment option. This decision must be made by the licensed health professional prescribing within his or her prescriptive authority;
- C. Indicate when the injection shall be administered based on anticipated symptoms or time lapse from exposure to the allergen;
- D. Recommend follow-up after administration, which may include care of the stinger, need for a tourniquet, administration of additional medications, transport to hospital; and
- E. Specify how to report to the health professional prescribing within his or her prescriptive authority and any record keeping recommendations.

If a health professional and a student's parent request that a student be permitted to carry his/or her own medication and/or be permitted to self-administer the medication, the principal may grant permission after consulting with the school nurse. The process for requesting and providing instructions shall be the same as established for oral medications. The principal and nurse shall take into account the age, maturity and capability of the student; the nature of the medication; the circumstances under which the student will or may have to self-administer the medication and other issues relevant in the specific case before authorizing a student to carry and/or self-administer medication at school. Except in the case of multi-dose devices (like asthma inhalers), students will only carry one day's supply of medication at a time. Violations of any conditions placed on the student permitted to carry and/or self-administer his or her own medication may result in termination of that permission, as well as the imposition of discipline when appropriate.

Parent-Designated Adult Care of Students with Epilepsy

Parents of students with epilepsy may designate an adult to provide care for their student consistent with the student's individual health care plan. At parent request, school district employees may volunteer to be a parent-designated adult under this policy, but they will not be required to participate. Parent-designated adults who are school employees will file a voluntary, written, current and unexpired letter of intent stating their willingness to be a parent-designated adult. Parent-designated adults who are school employees are required to receive training in caring for students with epilepsy health care professional or expert epilepsy educator who is nationally certified in epileptic seizure care, selected by the parent/guardian. Parent-designated adults will receive additional training from a parent-selected health care professional or expert in epileptic care to provide the care (including medication administration) requested by the parent.

Parent-designated adults who are not school employees are required to show evidence of comparable training, and meet school district requirements for volunteers. Parent-designated adults will receive additional training from a parent-selected health care professional or expert in epileptic care to provide the care requested by the parent. The school nurse is not responsible for the supervision of procedures authorized by the parents and carried out by the parent-designated adult.

Date: 9.18.00, 5.23.03, 4.20.16

Procedure No. 3416P

Family, Medical, and Maternity Leave

I. State Paid Family and Medical Leave

Paid family and medical leave are benefits administered by the Washington State Employment Security Department. Employees interested in applying for these benefits must follow the process described in Chapter 192-610 WAC. Employees who have questions regarding the application process may contact the Employment Security Department or visit its website at paidleave.wa.gov. The District will post notices made available by the Employment Security Department that provide pertinent information regarding paid family and medical leave benefits.

A brief description of the paid family and medical leave benefits program is provided below. The description is not meant to capture every aspect of the program; rather, it is meant to give a general overview.

Eligibility

Employees who have worked 820 hours during the first four of the last five completed calendar quarters or the last four completed calendar quarters are eligible for paid family and medical leave.

Reasons for leave

Family leave means leave taken by an employee from work for the following reasons:

- A. To participate in providing care, including physical or psychological care, for a family member made necessary by a serious health condition of the family member;
- B. To bond with the employee's child during the first 12 months after the child's birth, or the first 12 months after the placement of a child under the age of eighteen within the employee; or
- C. Because of any qualifying exigency as permitted under the federal family and medical leave act for family members as defined by RCW 50A.05.010(10).

Medical leave means any leave taken by an employee from work made necessary by the employee's own serious health condition as defined by RCW 50A.05.010(20).

Amount of leave

Employees may take up to 12 weeks of paid family leave during a period of 52 consecutive calendar weeks.

Employees may take up to 12 weeks of paid medical leave during a period of 52 consecutive calendar weeks. Paid medical leave may be extended by two weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Employees may take a combined 16 weeks of paid family and paid medical leave during a period of 52 consecutive calendar weeks. The combined total may be extended to 18 weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Employee notice to district

An employee must provide the District at least 30 days' written notice before paid family or medical leave is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition.

An employee must provide the District written notice as soon as practicable when 30 days' notice is not possible because of a lack of knowledge of approximately when leave will be required to begin, because of a change in circumstances, or because of a medical emergency.

An employee must provide the District written notice as soon as is practicable for foreseeable leave due to a qualifying military exigency, regardless of how far in advance such leave is foreseeable.

The notice must be in writing and contain at least the anticipated timing and duration of the leave.

District notice to employee

Whenever the District becomes aware that an employee is absent from work for more than seven consecutive days to take family or medical leave, the District will provide the employee with a written statement provided by the Employment Security Department of the employee's rights.

The notice will be sent by the fifth business day after the employee's seventh consecutive missed day of work due to family or medical leave or by the fifth business day after the employer becomes aware that the employee's absence is due to family or medical leave, whichever is later.

Employment restoration

Upon return from paid family or medical leave, an employee is entitled to be restored to the position of employment held by the employee when the leave commenced or to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

As a condition of restoration for employees who have taken medical leave, the District may require those employees to receive certification from their health care provider that they are able to resume work.

The District may deny restoration to any salaried employee who is among the highest paid ten percent of its employees if the following apply:

- A. Denial is necessary to prevent substantial and grievous economic injury to the operations of the employer;
- B. The District notifies the employee of its intent to deny restoration on such basis at the time the District determines the injury would occur; and
- C. The leave has commenced and the employee elects not to return to employment after receiving the notice.

The District may also deny restoration if the employee would not otherwise have been employed at the time of reinstatement.

If the District chooses to deny restoration, it will provide written notice of such denial in person or by certified mail. The notice will include a statement that the District intends to deny employment restoration when the leave has ended, the reasons behind the decision to deny restoration, an explanation that health benefits will still be paid for the duration of the leave, and the date on which eligibility for employer-provided health benefits ends.

The rights described above only apply in the following circumstances: the District has 50 or more employees; the employee has been employed by the District for twelve months or more; and the employee has worked for the District for at least 1,250 hours during the 12 months immediately preceding the date on which leave will commence.

II. Federal Family and Medical Leave

General provisions

Every employee of the District who has worked for the District at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any twelve (12) month period to do the following:

- A. Care for a newborn child, an adopted child of the employee who is under the age of eighteen at the time of placement for adoption, or a newly placed foster child;
- B. Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for his or her own serious health condition if it renders the employee unable to perform his or her job; or
- C. Respond to a qualifying exigency occurring because the employee's spouse, son or daughter, or parent is on active duty or has been notified of pending active duty in support of a contingency operation.

An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty six (26) weeks of unpaid leave in a 12 month period to care for the service member.

Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or designee or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20 percent of the number of working days in the period during which the leave would extend without the approval of the superintendent or designee. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

The superintendent or designee may require written verification from the employee's health care provider when the employee is taking medical leave based on his or her own serious health condition.

The District may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the

health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers will select a third provider, whose opinion, obtained at the employer's expense, will be conclusive.

Birth or adoption

Leave taken for newborn or adopted childcare will be completed within one year after the date of birth or placement for adoption.

The District will grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave will be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

Employee requests for leave of absence due to birth or initial placement for adoption of a child will be submitted in writing to the superintendent or designee not less than 30 days prior to the beginning date of the leave. The notice will include the approximate beginning and ending dates for the leave requested.

If both parents of a newborn or newly adopted child are employed by the School District, they will be entitled to a total of twelve workweeks of family leave during any twelve month period, and leave will be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

Employment restoration

Any employee returning from an authorized family leave will be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

An employee may be denied restoration under the following circumstances: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave, d) or as otherwise allowed by law. If an employee fails to return from family leave, the District may recover the costs of the employee's health benefits paid during the leave.

Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- A. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.
- B. The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.

C. The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

III. Maternity Leave

A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period ~~will of disability shall~~ extend from the date of birth for a period of not more than 60 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60 days is otherwise verified in writing by the employee's physician.

If the employee's ~~accumulated~~ ~~accumulate~~ sick leave is exhausted during the period of maternity ~~disability~~, the District ~~will shall~~ grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth.

During any unpaid portion of such leave of absence, the staff member may pay the premiums for any district insurance plans to keep coverage in effect for the employee and her family.

Notice Required.

A pregnant staff member is requested to notify her immediate supervisor and the superintendent ~~or designee~~ by the beginning of the fifth month of pregnancy.

At the time of such notice the staff member ~~will shall~~ submit a written request to her immediate supervisor and the superintendent ~~or designee~~ for one or more of the following:

1.

- A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
- B. Family leave for a period of up to 12 weeks, in addition to any period of maternity disability leave, the District will extend the employee's health benefit during this period of unpaid leave;
- C. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of the superintendent ~~or designee~~ based upon consideration of educational program needs and the desires of the staff member, together with the recommendation of her personal physician or licensed practitioner; or
- D. Termination of employment by resignation.

The notice to the District ~~will shall~~ include the approximate beginning and ending dates for the leave.

Employment conditions.

A pregnant staff member may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner.

The staff member may return to work when physically able to perform her duties. - If the employee intends to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

No later than 30 days after the date of birth, the staff member is requested to notify the superintendent or designee of the specific date when she willshall return to work. -Unless the superintendent or designee approves an earlier date of return, the employee willshall give at least 14 days advance notice of the actual date of return.

The staff member willshall return to her duties following an extended leave of absence on the date approved by the superintendent or designee.- If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of the superintendent or designee based upon consideration of educational program needs and the recommendation of the employee's employees' personal physician or licensed practitioner.

Assignment upon return.

An employcc who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave willshall return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave.

Upon return from an extended maternity leave, a staff member willshall be entitled to a position in the District subject to the availability of a position for which she is qualified. An effort shall be made to place the staff member in her original position or in a comparable position.

~~Right to Apply for Other Leave. Nothing in this policy shall preclude a staff member's right to apply for an other applicable leave as provided by board policy.~~

Cross References:

5021 - Conflicts Between Policy and Bargaining Agreements

Legal References:

RCW 28A.400.300 Hiring and discharging of employees —
Written leave policies — Seniority and leave benefits of
employees transferring between school districts and other
educational employers

Title 50A RCW Family and Medical Leave

WAC 162-30-020 Maternity Pregnancy, childbirth, and
pregnancy related conditions

P.L. 103-3-29 USC Sec 2601 Family and Medical Leave Act of
1993

PERSONNEL

Maternity Leave

A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period of disability shall extend from the date of birth for a period of not more than 60 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60 days is otherwise verified in writing by the employee's physician.

If the employee's accumulated sick leave is exhausted during the period of maternity disability, the district shall grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth.

During any unpaid portion of such leave of absence, the staff member may pay the premiums for any district insurance plans to keep coverage in effect for the employee and her family.

Notice Required. A pregnant staff member is requested to notify her immediate supervisor and the superintendent by the beginning of the fifth month of pregnancy.

At the time of such notice the staff member shall submit a written request to her immediate supervisor and the superintendent for one or more of the following:

- A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
- B. Family leave for a period of up to 12 weeks, in addition to any period of maternity disability leave, the district will extend the employee's health benefit during this period of unpaid leave;
- C. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with the recommendation of her personal physician or licensed practitioner; or
- D. Termination of employment by resignation.

The notice to the district shall include the approximate beginning and ending dates for the leave.

Employment Conditions. A pregnant staff member may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner.

The staff member may return to work when physically able to perform her duties. If the employee intends to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

No later than 30 days after the date of birth, the staff member is requested to notify the superintendent of the specific date when she shall return to work. Unless the superintendent approves an earlier date of return, the employee shall give at least 14 days advance notice of the actual date of return.

The staff member shall return to her duties following an extended leave of absence on the date approved by the superintendent. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

Assignment upon Return. An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave shall return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave.

Upon return from an extended maternity leave, a staff member shall be entitled to a position in the district subject to the availability of a position for which she is qualified. An effort shall be made to place the staff member in her original position or in a comparable position.

Right to Apply for Other Leave. Nothing in this policy shall preclude a staff member's right to apply for any other applicable leave as provided by board policy.

Legal References:	RCW 28A.400.300	Hiring and discharging employees-- Leave for employees
	WAC 162-30-020	Maternity
	RCW 49.78	Family Leave
	WAC 296-134	Family Leave
	P.L. 103-3	Family and Medical Leave Act of 1993

ADOPTION DATE: FEBRUARY 19, 1997
CHEWELAH SCHOOL DISTRICT #36