



**EdCounsel** LLC  
SCHOOL ATTORNEYS

# **Missouri Association of School Administrators**

**Spring Conference**

**Top 10 Employee Rights Scenarios**

**March 30, 2017**

**[www.edcounsel.law](http://www.edcounsel.law)**

**Areas of Emphasis:**

**Compliance, Discrimination Claims, Bullying, Policy and Procedure, Open Records and Board Meetings**

After beginning her legal career in civil litigation, Rachel has exclusively represented public schools since 2011. Rachel provides legal guidance to school administrators and Board members on a broad variety of topics, including employment matters involving both certified and non-certified staff, student discipline matters, discrimination complaints, constitutional matters, and contract and real estate matters. Rachel also has extensive experience advising and representing school districts on complaints before the Office for Civil Rights, Equal Employment Opportunity Commission, and the Missouri and Kansas Human Rights Commissions. Rachel's experience includes representation of school districts at trial and on appeal to the Missouri Supreme Court.

The aspect of her career that Rachel enjoys most is the people she gets to work with, and she highly values her relationships with EdCounsel's clients. Helping school leaders in achieving their goals for their district, and working through issues they face to reach effective solutions, is incredibly rewarding.

Throughout each school year, Rachel conducts training sessions with school personnel to ensure they are equipped with up-to-date information about legal requirements impacting schools. From meeting and speaking with educators throughout Missouri and Kansas, Rachel has seen how the vision and determination of school leaders can make a huge impact on the lives of children and feels fortunate to represent public schools.

Rachel grew up in St. Peters, Missouri and decided to stay in the Kansas City area after attending law school at UMKC. One of the reasons Rachel is driven to contribute to the strength and success of the public school system is her two children, Abel and Ainsely, who will be entering school in a couple years. Rachel and her husband, Adam, enjoy taking their kids on mini-adventures to the park, zoo, and museums and look forward to traveling to more exciting destinations with the kids when they are older.

**Education**

**University of Missouri-  
Kansas City, School of Law,**  
Kansas City, Missouri  
Juris Doctorate

**Truman State University,**  
Kirksville, Missouri  
Bachelor of Arts

**Employment**

**EdCounsel, LLC,**  
Independence, Missouri

**Walters, Bender, Strohbehn & Vaughan, P.C.,**  
Kansas City, Missouri

**U.S. District Court for the Western District of  
Missouri,**  
Kansas City, Missouri



#### Areas of Emphasis:

**Board Operations, Policy and Procedure, Compliance, Discrimination Claims, Teacher Tenure Act, Student Rights**

As a member of the EdCounsel team, Emily defends public schools in a variety of legal matters ranging from discrimination claims to complex contract disputes.

Emily is an experienced advocate who uses her background in general defense litigation to represent her school clients in state and federal court, as well as before state administrative bodies.

Every morning, Emily wakes up with a solid game plan for the anticipated work projects ahead of her (just don't ask her to start the operation of this plan before six a.m.). Due to the nature of schools and the education business, it's difficult to actually know what lies ahead each day. This, as well as her clients drive to do what is best for kids, fuels Emily's love for what she does. She enjoys collaborating with her clients, problem-solving and consulting with colleagues to help do what is most valuable in this important field. At the end of the day, a lot of good work is done, but not necessarily what she thought when her feet hit the floor in the morning.

Growing up, many amazing teachers touched Emily's life. Whether at Fulton High School, Missouri State University, or University of Missouri School of Law, the teachers who made the biggest

impression and inspired her the most were the teachers who injected passion and humor into the subject matter. Those experiences are part of the reason why Emily is a committed supporter of public schools.

#### **Education**

**University of Missouri  
School of Law,**  
Columbia, Missouri  
Juris Doctorate

**Missouri State University,**  
Springfield, Missouri  
Bachelor of Arts

#### **Employment**

**EdCounsel, LLC**  
Columbia, Missouri

**Taylor, Stafford, Clithero, Fitzgerald & Harris, LLP**  
Springfield, Missouri

**Office of Prosecuting Attorney,**  
Boone County, Columbia, Missouri

## MASA/MOSPRA Spring Conference

### Top 10 Employee Rights Scenarios

March 30, 2017

Rachel England    Emily Omohundro



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### What Rights Do Employees Have?

- **FMLA** – job-protected and unpaid leave for qualified medical and family reasons
- **FLSA** – minimum wage and overtime for non-exempt workers
- **ADA (and MHRA)** – prohibits discrimination against individuals with disabilities
- **MO Teacher Tenure Act** – establishes contract and due process rights for certified staff
- **MO Statute § 191.918 (and the FLSA)** – establishes protections for nursing mothers
- **Workers' Compensation** - Benefits for employees injured on the job
- **1<sup>st</sup> Amendment, Title VII, and MHRA** – requires employees to reasonably accommodate religious beliefs/practices, and prohibits discrimination on the basis of religion

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### FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons – Part 1

After requesting FML for PTSD, your elementary gym teacher is instructed to provide a completed medical certification from her health care provider. Fifteen days later, the teacher submits a certification, which indicates that she will need both a continuous block of leave and intermittent leave. It does not state the duration of the continuous block, or the estimated frequency of the intermittent leave.

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## FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons

### Completeness:

- A certification is considered incomplete if one or more of the applicable entries is not completed.
- Provide written notice to the teacher stating what additional information is necessary, and require the teacher to correct the deficiencies within 7 calendar days.



### Timeliness:

- If the teacher fails to submit the certification on time (15 days for the first certification; 7 days for corrections), require him to submit a written explanation as to why the certification was not timely submitted.
- If reasonable, allow the teacher an extension of time to submit.
- If unreasonable, FMLA may be denied based on untimely certification.

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## FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons – Part 2

The gym teacher submits her new certification with the previous deficiencies corrected. However, you notice that the medical provider's signature on the first certification looks very different from the signature contained on the second certification.



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## FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons

- **Authentication:** When a certification form gives you reason to question its authenticity, you may contact the employee's health care provider to confirm that the form was completed by him or her.
  - Conversation should not seek any additional information.
  - Contact with the health care provider should not be made by the employee's direct supervisor (e.g. building principal).
- **Second or Third Opinions:** If you have reason to doubt the validity of the certification, you may require the employee to obtain 2<sup>nd</sup> or 3<sup>rd</sup> opinion.
  - The provider may be chosen by the District, but it cannot be an employee of the District.
  - If the second opinion differs from the first, a third opinion can be sought.
  - The opinion of the third provider is final.
  - All costs associated with 2<sup>nd</sup> and 3<sup>rd</sup> opinions must be paid by the District.



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### FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons – Part 3

After you verify the authenticity of the recertification, the gym teacher is approved for FML, and she begins her continuous block of leave. A week later, you hear from a teacher who has a student in another District that the student had your gym teacher as a substitute.



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### FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons

- **Moonlighting:** Whether an employee can work another job while on FMLA leave depends on the district's Board Policies.
  - The FMLA does not prohibit an employee from moonlighting, but it states that "if the employer has a uniformly-applied policy governing outside employment, such a policy may continue to apply to an employee while on FMLA leave." 29 C.F.R. 826.216
  - If your FMLA Board Policy (MCE - 4321; MSBA - GBBDA) does not prohibit moonlighting, consider revising them to do so.
  - If they do prohibit moonlighting, apply them uniformly to all employees on FMLA leave.



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### FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons

An elementary special education teacher has a daughter who attends middle school within the District. The teacher has been certified for FML based on her daughter's serious health condition—recurring and debilitating migraines.

The teacher calls into the building approximately 3-4 times per month, indicating that she will need to take FML to care for her daughter who is at home with a migraine. You track the hours that the teacher uses for FML, but do not have a record on the specific dates she uses FML. On one day that the teacher calls in, you noticed her daughter in the cafeteria at the middle school.



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## FMLA: Job-Protected and Unpaid Leave for Qualified Medical and Family Reasons

- **Careful Documentation:** Track the student's and the teacher's absences for an unusual pattern.
  - If an unusual pattern exists, then investigate.
    - Have a conversation with the teacher about the pattern of absences.
    - Give her an opportunity to explain.
- **Recertification:** If your investigation reveals enough information to "cast doubt on the continued validity of the initial certification", then recertification may be requested.
  - Allow the employee 15 days to submit recertification.
  - Cannot require a 2<sup>nd</sup> or 3<sup>rd</sup> opinion on recertification.



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## FLSA: Overtime Protections for Non-Exempt Employees

Your District is planning on doing a school wide Spring Painting/Clean-Up day on a Saturday in April. The day's activities would include projects such as painting, trash clean up, weeding and cleaning out flower beds, and other general repair and maintenance of school grounds. Participation is open to everyone, including students, parents, employees, and community members. You have received a large amount of interest in the program, including several District custodians and teachers wishing to volunteer their time. Are there any issues under the FLSA with the custodians volunteering for Spring Painting/Clean-Up day? What about teachers?



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## FLSA: Overtime Protections for Non-Exempt Employees

- **Custodians:** The District would need to either pay the custodians for their time during Spring Clean Up Day, or prohibit them from volunteering.
  - The FLSA entitles non-exempt employees to overtime pay for any hours worked over 40 if they are performing tasks that would fall under their regular job duties.
  - If a custodian's total hours worked the week of Spring Clean Up Day are under 40, then the district would need to pay that custodian at least minimum wage for Spring Clean Up Day.
  - For any hours worked over 40, the district would need to pay the custodian time and a half.
- **Teachers:** A teacher's regular duties are not sufficiently similar to those involved on Spring Clean Up Day, so they are not entitled to any pay under the FLSA.
  - Consider having teacher sign a Volunteer Agreement prior to participation in Spring Clean Up Day.

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## ADA (and MHRA): Protections for Individuals with Disabilities



You have a middle school ISS teacher who has a flair for the dramatic. She consistently needs support from building administration with student discipline issues, and can regularly be found crying at a secretary's desk. She has asked to be transferred to a different position several times, but you do not feel that she is suited to teacher in a classroom given her documented inability to manage more than a couple students at a time.

One day, you get an emergency call to the ISS room over your walkie. When you arrive at the ISS classroom, you see the teacher on the floor having what appears to be a mental breakdown. There are no students in the room, because it is the teacher's planning period. When the nurse is finally able to calm the teacher down, her husband arrives at the school and takes her home for the day. When you call her later that afternoon, the teacher tells you that she will be reporting to work tomorrow and demands to be reassigned to a recovery room at a specific elementary school.

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## ADA (and MHRA): Protections for Individuals with Disabilities

- **Paid Administrative Leave:** Place the teacher on paid administrative leave until she can submit a Fitness-for-duty certification.
- **Interactive Conversation:** Once the teacher submits a Fitness-for-duty and returns to work, engage the employee in an "interactive conversation" to discuss her request for reassignment and other reasonable accommodations that would allow her to perform the essential functions of her position.
- **Reassignment** (i.e. transferring an employee to a vacant position): Apply the following analysis when considering reassignment as an accommodation.
  1. **Consider reasonable accommodations in the current position:** There is no duty to reassign if the teacher can be reasonably accommodated in her current position.
  2. **Consider qualifications:** There is no duty to reassign the teacher to a position for which she is unqualified.
  3. **Consider hardship:** There is no duty to reassign if it would impose an "undue hardship" (significant difficult or expense) on the district

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## Teacher Tenure Act: Rights Afforded to Certified Staff

Your middle school principal has been struggling for years. She has received low performance evaluations and parents have complained about how she communicated with them. Recently, you communicated to her that "this school year would be her last chance to meet performance expectations and to improve her communications with parents." The principal's performance improved somewhat over the course of the school year, although the principal was visibly stressed by the increased pressure and oversight. Your Board elects to extend her contract for the upcoming school year, and you issue her a contract in mid-February. The principal never returns the signed contract. When you approach her about her intentions for the upcoming school year, she states that she doesn't want to be a principal any longer and will take a teaching position. The principal is certified in Spanish only, and you have already filled all the Spanish teaching positions for the upcoming school year.



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### Teacher Tenure Act: Rights Afforded to Certified Staff

- Certificated employees have 15 calendar days to sign and return an offered contract, or the contract is deemed rejected
- An administrator will have achieved tenure in the district if he/she was employed as a teacher in the district for 5 successive years prior to becoming an administrator, or if he/she has served as a principal or assistant principal for two years in the district
- If an administrator has achieved tenure, district must offer the administrator as teaching position for which he/she is qualified if a position is available (unless teaching contract is terminated)
  - It may be necessary to offer the administrator a position that currently is held by a probationary teacher



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### Teacher Tenure Act: Rights Afforded to Certified Staff

You hired a middle school gym teacher with a commitment by the teacher that she would coach girls' volleyball each fall. The middle school teacher informs you that she is pregnant and will be having her baby in early June. When you meet in February to discuss her maternity leave schedule, she informs you that she will not be coaching next school year because she wants to have more time with her baby. You have no other teachers available/willing to coach volleyball, and this places you in a bind.



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### Teacher Tenure Act: Rights Afforded to Certified Staff

- Board Policy GBAA/4131 – Extra duty positions are not subject to the TTA
- District can unilaterally assign extra duties to certified staff
- District may non-renew a probationary teacher for any legal, non-discriminatory reason
  - Document stated refusal to coach next year as a non-discriminatory reason for her non-renewal, to reduce the risk of drawing a discrimination claim
- Bottom line: Increased risk of discrimination claim when non-renewal is for a reason unrelated to teaching duties
  - Could give teacher the opportunity to resign in lieu of non-renewal, and offer her Separation Agreement

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**MO Statute § 191.918 (and the FLSA):  
Rights of Nursing Mothers**

One of your early childhood teachers is returning from maternity leave. The teacher is not certified and gets paid on an hourly basis. The teacher's baby will attend the early childhood center 3 days/week, but in a different classroom than the teacher. The teacher informs you that she plans to nurse her child at work, and that she will simply bring the baby into her classroom when the baby needs to nurse so that she does not have to clock out. She also requests access to a room with a sink, window, and mirror, so that she can pump on days when her baby is not at the early childhood center.



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**MO Statute § 191.918 (and the FLSA):  
Rights of Nursing Mothers**

- ACA amended the FLSA to require employers to provide "reasonable break time" for non-exempt employees to pump
  - For 1 year after child's birth
  - Number of breaks/day depends on employee's work day schedule and personal nursing/pumping schedule
  - Length of the break can be dependent upon the amount of time to travel to/from the functional space, and the time to retrieve and store the pump and related supplies
- Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion for employee to pump
  - We advise that the space, at a minimum, be a private location (door with locking mechanism) with a chair and electrical outlet
  - However, under MO law, a mother may nurse or pump "in any public or private location" where she is authorized to be

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**MO Statute § 191.918 (and the FLSA): Rights of Nursing Mothers**

Compensation for "reasonable break time"?

Non-Exempt Employees

- Employee should clock out before taking a break, as normal, the same as she does for lunch and other breaks.
- District is not required to compensate the nursing employee for breaks taken to pump (or nurse).
- Employee is not required to work during breaks. Breaks taken to pump (or nurse) are considered the same as any non-nursing break.

Exempt Employees

- Because the employee is exempt, she should not have her pay deducted for any time for pumping/nursing breaks.
- District should compensate the nursing employee for breaks taken to pump (or nurse), or else could lose the exemption for that employee under the FLSA.

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### Workers' Compensation: Benefits for Employees Injured on the Job

Your high school biology teacher was badly injured by a scalpel when demonstrating a dissection and has been out on workers comp. He recently returned to work half-time, working 4 class periods per day. After he receives his monthly paycheck, he sends you an email demanding why he did not receive full pay given that he is unable to work full-time due to a work injury. You meet with your payroll department, and there is a dispute as to whether the teacher is entitled to: (a) full pay; (b) half pay; or (c) full pay less the daily rate he is receiving from workers' comp.



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### Workers' Compensation: Benefits for Employees Injured on the Job

- Injured employees are entitled to 66.66% of the difference in pay between the pre-injury work performed and the post-injury work performed.
  - For example, let's say the teacher received \$200/day for the full-time work he performed prior to his injury. Now, given that he only works a half day, he would earn \$100/day from the District, and would therefore be entitled to another \$66.66 dollars in benefits from workers' compensation.
- It is permissible to permit an employee take sick leave for time that he/she is not working, but not advisable because payment by an employer of sick pay for any time an employee missed work due to an injury does not preclude an award of benefits for the period covered by sick pay.
- Employees may pay elect to pay contributions to PSRS on time during which they were out for worker's compensation, and District must match.

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### 1st Amendment, Title VII, and MHRA: Religious Freedom



A teacher reports to you that she is offended by a "religious poster" that a counselor has hung in his office, and she understands that "there is supposed to be a separation between church and state." When you go to examine the offending poster, the counselor approaches you and states that he wants to file a complaint against the teacher because she told him that his poster was "offensive towards her and that she would file a complaint with the administration if he didn't take it down." The counselor states that he felt attacked by the teacher based on his religious beliefs.

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## 1<sup>st</sup> Amendment, Title VII, and MHRA: Religious Freedom



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## 1<sup>st</sup> Amendment, Title VII, and MHRA: Religious Freedom

- Balancing act between employee's right to free speech and the District's interest in ensuring that it is not violating the Establishment Clause (the constitutional provision prohibiting schools from endorsing religion).
- Recently, federal courts have tended to rule in favor of school districts restricting certain religious (and non-religious) speech by teachers, determining that teachers enjoy less protected speech in their classrooms than regular citizens, or even other public employees.
- *Pickering* test: Looks at whether an employee's speech is part of the employee's job duties or made in a personal capacity, and whether speech is related to a matter of public concern
  - Religion is a matter of public concern, BUT displays in a classroom are made in the employee's official capacity as a teacher

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## ADA Bonus Scenario

Because you are an incredibly nice building leader, you often bring in lunch for your staff on professional develop days. One of your teachers is vegan and gluten-free, and reports that a clean diet helps with her stomach issues and that she is "gluten sensitive." With her special diet in mind, you order lasagna, salad, and a baked potato bar for lunch. Following the free lunch, the teacher send you a nasty email stating that the lunch options were "not suitable."



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### ADA Bonus Scenario

- ADA generally requires employers to provide reasonable accommodations so that employees with disabilities can perform the essential functions of his or her job.
  - Includes accommodations that allow the employee to enjoy the "benefits and privileges of employment" equal to those enjoyed by similarly-situated employees without disabilities.
  - EEOC provides examples of benefits and privileges of employment including, but not limited to "employer-sponsored: (1) training, (2) services, and (3) parties or other social functions (e.g., parties to celebrate retirements and birthdays, and company outings)."
- Celiac disease = disability under the ADA
  - Reasonable accommodation might be that the district will ensure that at least 2/3rd or 3/4ths of any district-sponsored meal is gluten free

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## MASA/MOSPRA Spring Conference Top 10 Employee Rights Scenarios

March 30, 2017

Rachel England Emily Omohundro



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# EdCounsel LLC

## SCHOOL ATTORNEYS

### What You Should Know

EdCounsel SCHOOL ATTORNEYS

LEGAL GUIDE FOR MISSOURI SCHOOL LEADERS

2016

#### Missouri's New Criminal Code and the Impact on Schools

On January 1, 2017, Missouri's new criminal code went into effect. This new code contains significant changes to the state's criminal law, including the creation of a new Department of Corrections and the reorganization of the state's courts. This article discusses the impact of these changes on schools and provides guidance on how to navigate the new code.

#### New FLSA Overtime Exemption Ruling

On November 23, 2016, a federal judge issued a nationwide injunction against the Department of Labor's new overtime rule. This ruling means that the new rule will not be enforced, and schools will continue to follow the previous rule. This article discusses the implications of this ruling for schools and provides guidance on how to comply with the law.

EdCounsel SCHOOL ATTORNEYS

2016 Annual School Law Seminar

#### 2016-2017 BOARD POLICY TRAINING REQUIREMENTS

Requirement	MINIS	SEC
1. Develop and Adopt Board Policies	BO	2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 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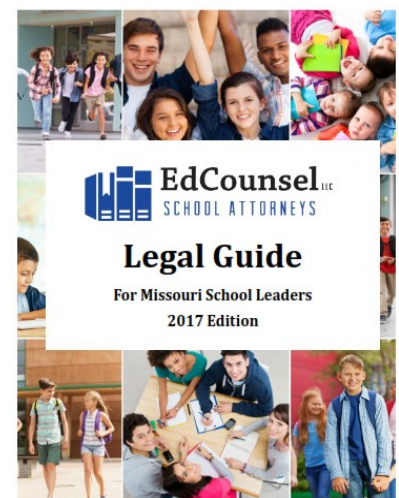
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