



1026 Park Ave · PO Box 99
Grand Lake, CO 80447
970-627-3435
www.townofgrandlake.com

To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: Amending Paid Parental Leave Policy in the Personnel Guidelines
Date: January 22, 2024

Background

At the November 13, 2023, meeting of the Board of Trustees, the Board adopted a paid parental leave policy.

The Paid Parental Leave will operate in conjunction with the FMLI program and will provide for full wage replacement when an employee adds a child to their household through birth or adoption. This will allow new parents to keep PTO for the many additional needs that rise up with the addition of a child to your family, while still allowing for the needed bonding time to create a strong family dynamic.

At the time of adoption, Trustees brought up concerns that the policy as written allowed an employee to take the parental leave for eight weeks and then quit their employment.

Motion

If the Board of Trustees desires to approve the amended Town of Grand Lake Personal Guidelines, it may do so by approving one of the following motions:

I move to adopt Resolution 02-2024, A Resolution for amending the Town of Grand Lake Personal Guideline as presented.



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**TOWN OF GRAND LAKE
RESOLUTION NO. 02- 2024
A RESOLUTION AMENDING PERSONNEL GUIDELINES PART 8.2 – PAID PARENTAL
LEAVE**

WHEREAS, the Town of Grand Lake adopted a personnel policy that provided for paid parental leave; and

WHEREAS, the Board of Trustees has identified certain changes that need to be made to the policy to protect the Town.

NOW THEREFORE BE IT RESOLVED BY THE GRAND LAKE BOARD OF TRUSTEES AS FOLLOWS:

Part 8.2 – Paid Parental Leave is hereby amended as shown in the attached exhibit.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 22nd DAY OF JANUARY 2024

(SEAL)

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

ATTEST:

**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE, COLORADO**

Alayna Carrell, Town Clerk

Stephan Kudron, Mayor

**TOWN OF GRAND LAKE
EMPLOYEE PARENTAL LEAVE REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement, entered this _____ day of _____ is between the Town of Grand Lake (the "Town") and _____ ("Employee") to provide for reimbursement to the Town for the costs, including, but not limited to salary and employment benefits, incurred in granting the Employee up to eight (8) weeks paid parental leave ("Parental Leave"). The Town and the Employee shall be collectively referred to as "Parties".

WHEREAS, it is the desire of the Town to employ _____ as a member of its Town Staff; and

WHEREAS, the Town desires to support its employees and their families, including those who become new parents; and

WHEREAS, upon the birth of an employee's child, the Employee is or may be entitled to certain benefits pursuant to the Family and Medical Leave Insurance Program ("FAMLI") in accordance with the laws of the State of Colorado; and

WHEREAS, the Town desires to provide the Employee with additional paid time off to run concurrently with FAMLI leave; and

WHEREAS, in exchange for the Town's provision of salary, benefits and additional Parental Leave, the Town requires Employee to remain with the Town of Grand Lake for a minimum of one (1) year to recoup the costs of such Parental Leave.

NOW THEREFORE, it is agreed by and between the parties:

1. Employee shall be entitled to up to eight (8) weeks paid Parental Leave to run concurrently with any FAMLI leave.
2. During the period of paid Parental Leave, the Town of Grand Lake will pay the employee their salary, in the total amount of _____ for the eight (8) weeks of paid Parental Leave.
3. Employee acknowledges that the payment of the paid Parental Leave in the amount stated in Section 2, above, shall constitute a loan from the Town and that such loan is subject to the following terms and conditions:
 - a. Employee shall abide by all standards of the Town of Grand Lake Personnel Policies.

b. Employee shall return to work at the Town and perform their work duties as an employee of the Town for no less than one (1) year following their FAMILI and/or paid Parental Leave.

4. If, for any reason, Employee fails to return to their position with the Town and perform their work duties as an employee of the Town for no less than one (1) year following their FAMILI and/or paid Parental Leave, Employee agrees the entire amount of paid Parental Leave is forfeited and shall be required to reimburse the Town of Grand Lake within _____ days of such failure.

5. For each month that the Employee is employed after earning returning from paid Parental Leave, the amount owed to the Town shall be reduced by 1/12.

6. Employee expressly authorizes the Town to deduct any amount due to the Town from any paycheck(s) including but not limited to his/her final paycheck.

7. Employee agrees and authorizes the Town to make any deductions necessary, to the extent permissible by law, from his/her final wages owing at the time of termination, as partial payment toward reimbursement of the loan following notification of termination of employment. The Town, in its sole discretion, may determine whether to deduct any amount owed from the Employee's pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee's pay, any remaining balance owed shall be prorated and repaid by the Employee over a period not to exceed eighteen (18) months, beginning thirty (30) days after termination. In the event of default on reimbursements herein agreed to by the Employee, the Town will seek judgment against such default in a court of competent jurisdiction. If the Town is awarded a judgment, any and all efforts will be made to collect, including, but not limited to, garnishment of future wages from any employer.

8. In the event the Town institutes any legal action to recover any amounts due from Employee, Employee shall be liable to the Town for all reasonable costs incurred, including but not limited to costs of collection and reasonable attorney's fees. Employee understands and agrees that this authorization shall remain in effect during the first 12 months of return to employment with the Town following paid Parental Leave and may not be revoked unless mutually agreed to in writing by the Employee and the Town.

Nothing in this agreement shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Colorado law.

9. The Parties understand and agree that this Agreement does not constitute an employment contract and nothing in this Agreement shall replace the Employee and the Town's at-will employment arrangement. Both Employee and the Town understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement, or at any time during Employee's employment by the Town. Employee further understands that this Agreement does not grant him/her any rights, privileges or benefits from the Town, nor does it require the Town to offer Employee any specific position of employment.

10. Entire Agreement. This Agreement contains the entire agreement between the parties on this subject and supersedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

11. Law/Severability/Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Grand County, Colorado, in connection with any dispute arising out of or in any matter connected with this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

EXECUTED this _____ day of _____, 20__.

Employee

John Crone
Town Manager