



WAUNAKEE

COMMUNITY SCHOOL DISTRICT

Administrator & Administrative Support Employment Guidelines

BOE Adopted: ~~6/10/2025~~ 6/8/2026

The most recent and updated version is available on the district website

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Purpose

The purpose of this Employee Handbook is to inform employees about District expectations and policies, provide legal protection for the District, notify employees of their legal rights, serve as a reference guide on important terms and conditions of employment and clarify questions that an employee may have about their working relationship with the District.

All cited references are to sections of the Wisconsin Statutes and WCSD policies as amended to date. This handbook is part of School Board policy. As with any School Board policy, the information contained in this Handbook is subject to change. This Employee Handbook replaces any and all prior verbal and written communications regarding the Waunakee Community School District's working conditions, policies, procedures, appeal processes, and benefits

SECTION I Positions

Administrative Positions

Position	Contracted Days (for 100% FTE)
District Administrator	261 days
Executive Director of Operations	261 days
Director of Elementary Curriculum & Instruction	261 days
Director of Secondary Curriculum & Instructions	261 days
Director of Business Services	261 days
Director of Student Services	261 days
Director of Special Education	261 days
Director of Human Resources	261 days
Director of Technology	261 days
High School Principal	261 days
Middle School Principal	261 days
Intermediate Principal	261 days
Elementary Principal	261 days
Associate High School Principal	238 days
Associate Middle School Principal	238 days
Associate Intermediate School Principal	238 days
Associate Elementary Principal	210 days
Athletic Director	261 days

Administrative Support Positions

Position	Contracted Days
Aquatics Director	261 days
Communications & Engagement Specialist	261 days
Computer Technician	261 days
Director of Facilities	261 days
Network Administrator	261 days
Network Engineer	261 days
Nurse	200 days
Performing Arts Center Director	261 days
Psychologist	238 days
Safety & Security Coordinator	238 days
School-to-Career Coordinator	238 days
*Sign Language Interpreter	# of student days
**Social Worker	210 days
Special Education Coordinator EC - Grade 6 Special Education Coordinator Grades 6 - 12	210 days
Translation & Interpretation Coordinator	238 days

*Covered by these guidelines only to the extent outlined in letter of employment.

**Only those Social Worker staff members hired prior to July 1, 2025, and approved by the Board of Education (BOE), will be legacied into these guidelines.”

Compensation Plan

A goal of the Waunakee Community School District is to attract, retain, and recognize the highest level of competent Administrative staff possible. The beginning salaries are intended to be internally and externally consistent and to be competitive with comparable school districts in Dane County.

Factors used to determine appropriate beginning salaries include:

- the administrative / administrative support position’s role within the organization
- the number of contract day
- the reporting relationship of the position
- the scope of responsibilities of the position
- the diversity of functions performed within the position
- the required level of experience for the position
- the required level of education for the position

Initial compensation plan placement and future advancement are determined by the Superintendent of Schools, subject to the approval of the Board of Education. Any part-time employee shall have their salary pro-rated based upon their FTE.

Employees will receive paychecks on the 15th and 30th of each month. When the fifteenth or thirtieth day of the month falls on a Saturday, Sunday, or on a bank holiday, payment shall be made on the preceding business day. The District shall provide all payments via electronic deposit, and all payroll information shall be provided electronically.

~~Administrators / Administrative Support Staff will be paid year round, who work less than 238 days will receive less than 24 payrolls each fiscal year from paychecks depending upon their annual payroll cycle election as follows: 24 payrolls July 15 - June 30; The only exception is Administrators / Administrative Support School Year Only Staff will receive 19 payrolls each fiscal year from September 15 - June 15. 22 payrolls August 15 - June 30; 19 payrolls September 15 - June 15.~~ Employees are responsible for reviewing their pay statements and immediately reporting any discrepancies to the Director of Human Resources and payroll. The school district reserves the right to recover any payroll overpayments made, regardless of the reason for the overpayment.

~~All other administrators will be paid year round.~~

I. PART-TIME POSITIONS

Each administrative / administrative support staff position has a specific number of work days and paid holidays established for that position. A work day is considered to be an eight hour day even though these are salaried positions.

Any staff member that is contracted for less than the specified number of work days/holidays and/or is contracted for less than eight hour days is considered a part time employee.

II. PART TIME SALARY COMPUTATION

An employee working less than the specified number of days for a full time employee will have their salary computed by multiplying the per diem salary by the number of days contracted. An employee working the number of days specified as full time but for less than eight hours on those days shall have their salary computed based on the number of days worked times the per diem rate times the percentage of 8 hours worked each day.

SECTION II GUIDELINES FOR SALARY INCREASES

Each administrator's / administrative support staff's performance evaluation will be reviewed annually. Based on that review an appropriate salary adjustment will be made. The following process will serve as a guideline for the review.

- A. At the end of their first year of district employment and at least every third year thereafter, all administrator / administrative support staff evaluations will be reviewed by the appropriate supervisor no later than June 30.
- B. Determination of salary adjustments will be made by the superintendent and their recommendation will be submitted to the Board of Education for adoption.
- C. The Board of Education will annually authorize an amount of money to be made available for administrator compensation.
- D. The allocation of annual pay adjustments for each administrator will be determined by the superintendent. The superintendent will consider and recommend adjustments to the Board of Education which reflect annual increases, job performance increases, or role adjustment increases.

If the budget allows, an annual increase will be granted for work performance which is at the "satisfactory" level based on the annual evaluation. If an administrator is on an improvement plan, they shall not receive a salary increase.

A role adjustment increase or decrease and a corresponding salary range increase or decrease may be made in those instances where the length of the annual contract is substantially changed, the organizational role is substantially modified, a salary inequity exists, or other non-performance factors warrant such a change.

SECTION III GRIEVANCE PROCEDURE

Definitions

A grievance shall mean a dispute regarding the application of School Board policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

1. The name and position of the grievant;
2. a clear and concise statement of the grievance;
3. the issue involved;
4. the relief sought;
5. the date the incident or alleged violation took place;
6. the specific section of the Policy or workplace safety rule alleged to have been violated; and
7. the signature of the grievant and the date.
 - a. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or their classification is scheduled to work.
 - b. A "grievant" is an employee as defined by state statutes governing this grievance procedure. At the grievant's cost and request they may be represented by a person of their choice.
 - c. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.
 - d. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.
 - e. "Termination" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

Procedures

First Step

Within fifteen (15) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to their immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the District Office. An employee who has been notified of termination may process the grievance commencing at Step 3.

Second Step

If the grievance is not satisfactorily resolved at Step 1, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the District Administrator, they or the designated representative of the District Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the District Administrator is aware of other similar pending grievances, they may consolidate those matters and process them as one grievance.

Third Step

Upon the written request of the grievant in response to an adverse decision, the decision at the Second Step may be appealed to the District Administrator by a written statement particularly describing the reason for appeal. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the Grievant to properly follow the process the matter shall be referred to the Board who shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the (IHO) will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to subtract from or modify the terms of the Board policy or rule that forms the basis for the grievance.

Fourth Step

Either party may appeal an adverse determination at Step 3 to the Board of Education, by filing written notice appealing the decision of the IHO in the District Office within ten (10) days of the decision of the IHO. The Board of Education shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

SECTION IV BENEFIT PLAN

All insurance carriers, programs, and coverages in this Benefits section will be selected and determined by the Board of Education.

When an employee resigns or retires health, dental, vision insurances will end on the last day of month of employment with the district, during the school year or on last day of June at the end of the school year.

When an employee resigns or retires, short-term disability, long-term disability and life insurance(s) end on the last day worked with the district.

INSURANCE BENEFITS

A. Health Insurance

1. Employees who work 30 or more hours per week shall be eligible to enroll in district health insurance. The district makes a substantial contribution toward the cost of each eligible employee's medical coverage. Medical plan rates and summaries on insurance plans offered to employees and employer contribution rates approved by the Board of Education may be obtained from the Human Resources Department. The employer provides a HMO, POS and HDHP health plans. For employees enrolling in a single or family Point of Service (POS) health plan, the employer contribution dollar amount will match the employer contribution dollar amount paid towards the HMO health plan. The High Deductible Health Plan (HDHP) is the lowest cost plan and is the single rate offer for the Federal Affordable Care Act.

Employees completing the established district annual health assessment process will receive an additional employee premium savings as outlined in the annual health assessment incentive section of this handbook. ←

¶

Staff Person¶	Plan¶	Single Coverage¶	Family Coverage¶
8 hours (100% FTE)¶	HPHP¶	\$518.93¶	\$1167.58¶
	HMO & POS¶	\$690.67¶	\$1554.01¶
7+ hours (88% - 99% FTE)¶	HPHP¶	\$485.79¶	\$1093.02¶
	HMO & POS¶	\$649.56¶	\$1454.78¶
6+ hours (75% - 87% FTE)¶	HPHP¶	\$452.65¶	\$1018.46¶
	HMO & POS¶	\$602.46¶	\$1355.54¶

2. ~~Employer health insurance contribution rate when both spouses are employed by the district and are both eligible for health insurance.~~ This paragraph defines employer contribution rates when one family health insurance policy is selected when both spouses are district employees and both are eligible for health insurance. The contribution varies depending on eligibility and participation in the Alternative Benefit Plan. The contribution will be based on the employee enrolled in health insurance. When at least one spouse is eligible for and elects to enroll in the Alternative Benefit Plan, ~~t~~The district contribution will be based on the family plan rate ~~in the chart below~~ of the HMO or HDHP premium (or if enrolling in the POS

Family plan employer contribution paid when both spouses are employed at the district. This table is based on the employee who carries the health insurance, works 8 hours per day (100% FTE) with no participation in the health assessment.	Plan	Family Rate
Neither spouse participating in ABP	HDHP HMO & POS	\$1316.69 \$1752.48
One spouse eligible & elects enrollment in ABP	HDHP HMO & POS	\$1167.58 \$1554.01

- ~~3. Detailed information about health insurance, including rates is available on the [Human Resources for Staff Benefits](#) website page.~~
4. No eligible employee shall be required to contribute more than the federal poverty contribution limit, as defined by the Federal Affordable Care Act, for their share of single health insurance premiums.
2. Should an administrator / administrative support staff die during their term of employment by the Board, their surviving spouse and dependents may remain in the group insurance plan for four months plus the month in which death occurred with the above-mentioned premium paid by the Board. The surviving spouse may continue in the District’s health insurance plan at their own expense as provided by COBRA.

B. Annual Health Assessment Incentive

The annual health assessment incentive is designed to engage employees, district and insured spouses in identifying health risks and to improve their health and prevent chronic disease. Participation in the program is voluntary. If individuals do not participate in the annual health assessment process established by the district, the district’s contribution towards the single or family coverage health insurance premiums are at the employer contribution rate outlined in the health insurance section of these guidelines. The following employer contribution rates apply towards single or family health coverage for employees participating in the health assessment.

~~**3% rate savings.** Family - Both the employee and spouse are required to visit and meet with the staff at the district Staff Wellness Clinic.~~

5% rate savings (3% plus an additional 2% rate savings). Family - Both the employee and spouse are required to visit and meet with the staff at the district Staff Wellness Clinic and the employee is required to be current or have completed all recommended age/gender appropriate screenings. ~~Spouses not employed by the district may complete their visit as a virtual visit with staff at the district Wellness Clinic.~~

Human Resources will provide employees with the last date to complete the employee and spouse annual health assessment to receive the above rate savings. Participation in

the annual health assessment affects the premium rates for the following insurance plan year. The only information Human Resources receives from the health assessment provider is whether the individual meets with the Wellness Clinic staff, is current on age/gender appropriate screenings and a summary report of aggregate data with no identifiable individual data.

C. Health Savings Account (HSA)

The district maintains a health savings account (HSA) for eligible employees in accordance with IRS 969 plan regulations. A health savings account (HSA) is a benefits plan designed to allow employees to set aside pre-tax dollars to pay for eligible medical expenses such as co-pays, deductibles and other qualifying out-of-pocket medical expenses. Employees must be enrolled in a High Deductible health plan in order for contributions to be made to an HSA. The district will make a defined employer contribution towards a single or family HSA and district contributions will only be made for the months that an employee is enrolled in the HDHP. The combined district and voluntary employee contribution shall not exceed the annual IRS limit. The account is owned by the employee and unused funds rollover year to year. It is the employee's responsibility to manage their HSA account according to IRS 969 plan regulations.

D. Family Reimbursement Account (FRA) with Alternative Benefit Plan (ABP) / Health Reimbursement Account (HRA)

If an employee provides proof of enrollment in a non-District qualified health insurance plan, the employee may choose to waive District health insurance at time of employment or reduce District health insurance enrollment at a future date by making a health insurance tier level change (family to waive, single to waive, or family to single). In exchange, the employee is eligible to accept enrollment in the FRA. The FRA has two benefit components:

1. Cash payment per month amount of either: \$ 50 single to waive coverage, \$100 family to single coverage or \$150 family to waive coverage. This benefit component is an alternative benefit plan (ABP).
2. Reimbursement by the District for qualifying out-of-pocket medical expenses incurred on the non-District health insurance plan including in-network deductibles, copays, and prescription expenses. This benefit component is a health reimbursement account (HRA).

The Family Reimbursement Account (FRA) is maintained under the District's IRS Section 125 Cafeteria Plan. It is the employee's responsibility to enroll with the Human Resources Department for this benefit including: electing FRA at time of employment, when eligible to enroll due to a qualifying event occurring mid-plan year, and annually at the district's annual open enrollment.

E. Dental Insurance

Employees who work 30 or more hours per week shall be eligible to enroll in district dental insurance. The employer monthly dental contribution is indicated below. If both

spouses are employed by the District, and both are eligible for health and dental insurance benefits, the Board shall pay 100% for family dental insurance. If an eligible employee waives health insurance but elects single or family dental insurance, the District will pay 100% of the dental premium. ¶¶

Staff Person¶¶	Single Coverage¶¶	Family Coverage¶¶
8 hours (100% FTE)¶¶	\$52.27¶¶	\$117.13¶¶
7+ hours (88% - 99% FTE)¶¶	\$49.30¶¶	\$110.47¶¶
6+ hours (75% - 87% FTE)¶¶	\$46.33¶¶	\$103.82¶¶

F. Vision Insurance

The employer shall offer a voluntary, employee-paid vision policy for teachers working 30 or more hours per week.

G. Supplemental Insurance

The employer shall offer a voluntary, employee-paid supplemental policies for staff working 30 or more hours per week.

HG. COBRA Insurance Continuation

Both state and federal laws give certain individuals, who would otherwise lose their employer health insurance coverage, the right to continue their coverage for a period of time. The District follows applicable Federal and State COBRA laws when offering employees, at their own expense, the opportunity to continue district health, dental and vision insurance plan(s).

IH. Flexible Spending Account (FSA) / Cafeteria Plan

The district maintains medical and dependent care flexible spending plans (FSA) under IRS section §125 cafeteria plan regulations for eligible employees to make pre-tax contributions for qualifying dependent care, health, dental, vision and other qualifying expenses. To participate in this benefit, eligible employees must complete the enrollment process. It is necessary that interested employees re-enroll during each annual open enrollment period to maintain continued participation. It is the employee's responsibility to manage their FSA account(s) as per IRS section §125 cafeteria plan regulations. Individuals enrolling in a HDHP may not participate in a medical FSA.

JI. Life Insurance

The district shall provide a 100% employer premium paid term life insurance policy to employees working 30 hours or more per week. The policy value is \$200,000. See current life insurance policy booklet for benefit limitations and/or exclusions.

Employees working less than 30 hours per week who were employed by the district prior to July 1, 2023 and were enrolled in the district's life insurance plan prior to July 1, 2023 shall be legacied in.

JK. Long Term Disability Insurance

The employer shall pay for a disability insurance plan for all employees working 30 hours

or more per week. The benefit is 90% of salary after 60 calendar days. See the current long-term policy booklet for benefit limitations and/or exclusions. Employees working less than 30 hours per week who were employed by the district prior to July 1, 2023 and were enrolled in the district's long-term disability insurance(s) prior to July 1, 2023 shall be legacied in.

LK. Short-Term Disability

The employer shall offer a voluntary, employee-paid short-term disability policy for staff working 30 or more hours per week.

LM. Workers Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the employee's supervisor and human resources via the schools worker's compensation carrier's injury reporting phone line (24 hours per day, 7 days a week) prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall provide notification within twenty-four (24) hours after the occurrence of the injury. Phone reporting procedures are located on the Human Resources For Staff internal web page.

Benefits While on Worker's Compensation

Employees who incur injury or illness in the conduct of their employment with the District that is compensable under the Worker's Compensation laws of the State of Wisconsin may be eligible to receive payments. Payment shall be accomplished as follows:

1. Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave, or as long as the employee has accumulated sick leave available, whichever occurs first.
2. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive their worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.
3. Injuries Not Covered by Worker's Compensation. Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:
 - a. Injuries because of a self-inflicted wound.
 - b. Injuries sustained because of an employee's horseplay.
 - c. Injuries sustained while an employee does an activity of a strictly private nature.

4. Absence from work during the first three days due to injury or illness allowed under Worker's Compensation shall not be fully charged to the employee's accumulated paid leave provided the following conditions are met.
 - a. The district's worker's compensation carrier approves the employee claim as work comp related.
 - b. And, the employee provides the Director of Human Resources with a doctor's note verifying work restrictions, including the dates absence from work is required as a result of the illness or injury.
5. The district does not make or influence the determination of eligibility for a worker's compensation claim. Our carrier reviews the situation and the medical records to make the decision.

6. Temporary Transitional Duty

Purpose:

In the case of an employee receiving or applying for workers' compensation benefits whose injuries were incurred during the course and scope of employment, a temporary, transitional work assignment within the limits of imposed restrictions will be made whenever appropriate.

Following a work-related injury, health care providers might find that an employee has restrictions limiting normal duties and activities during the healing period. Such restrictions might include lifting limitations and/or limited movements such as avoidance of bending and twisting. WCSD realizes the importance of a transitional work assignment in assisting an employee's return to their normal course of employment in as short a time period as possible. The temporary, transitional work program aids reintegration into the work environment and assists the injured employee in returning to a productive lifestyle. This program provides service to the district while the injured employee recovers and benefits the employee by reducing sick leave usage had the employee remained off work.

MN. Wisconsin Retirement System (WRS) (Retirement Fund)

The Board will contribute the employer's share for all eligible employees who qualify for enrollment under the rules of the Department of Employee Trust Funds. The employee will pay the employee's required Wisconsin Retirement System contribution pursuant to state statute requirements.

NO. 403(b) Employee Savings Plan

The Board of Education maintains a 403(b) Employee Savings Plan to help employees save for retirement via district approved 403(b) investment vendors. The 403(b) plan is a voluntary retirement savings program funded solely by the employee via payroll salary reduction contributions on a pre-tax or ROTH after-tax basis. The district does not make any contributions to employee 403(b) employee savings plans. It is the employee's responsibility to manage their 403(b) plan participation in accordance with 403(b) rules and regulations and district plan documents. If the staff person's 403(b) calendar year

annual deposits exceed the IRS standard calendar year maximum, it is the staff person's responsibility to properly calculate and determine their annual 403(b) deferral eligible amount when submitting salary reduction agreement payroll deduction requests related to 403(b) age 50 catch ups and 15 years of service catch ups.

P. 457(b) Deferred Compensation Plan

The Board of Education maintains an IRS Section 457(b) deferred compensation plan to help employees save for retirement. The 457(b) plan is a voluntary retirement savings program funded solely by the employee via payroll salary reduction contributions on a pre-tax or ROTH after-tax basis. The district does not make any contributions to employee 457(b) deferred compensation plans. It is the employee's responsibility to manage their 457(b) deferred compensation plan participation in accordance with 457(b) rules and regulations.

Q. Tuition Reimbursement

The Board shall reimburse administrators /administrative support personnel (with a Master's Degree or more) for full tuition of credit earned from a recognized college or university up to a maximum of twenty-one (21) credits in any rolling 5 year period. To be eligible for such reimbursement, the administrator / administrative support staff member must receive at least a "B" grade and a "pass" for a pass or fail course. Authorization of the superintendent shall be obtained by an administrator / administrative support personnel prior to enrollment to be eligible for such reimbursement.

Administrators/Administrative Support personnel in the operational areas of Business Services, Facilities, Human Resources, and/or Technology may apply for reimbursement for district role-related certifications provided by accredited schools or reputable industry-related providers. For certifications not identified as credits, 15 hours of certification-related activity is equated to one credit for purposes of the rolling 5-year period. The "B grade" or "pass" standard applies. For Administrative Support personnel without a masters degree, this reimbursement is permissible but may not be used for purposes of earning an initial masters degree.

Administrators will be required to follow established DPI procedures for maintaining current licensure. Administrative support personnel will be required to take sufficient training to meet the minimum requirements for renewal of their respective licenses or certifications.

SECTION V LEAVES

A. Vacation

Experience	261 Day	238 Day	210 Day
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	Contracts	Contracts	Contracts
0 - 5 years	3 weeks	2 weeks	1 week
6 - 10 years	4 weeks	3 weeks	2 weeks
Over 10 years	5 weeks	4 weeks	3 weeks

* Administrative Support Personnel hired after March 1, 2011 and working less than 238 days are not eligible for vacation.

1. Unused Vacation Days

Administrators /Administrative Support Personnel may carry over ten (10) unused vacation days to the next year. Accumulated vacation may not exceed the normal allocation plus 10 days at the beginning of any contract year.

Up to ten (10) unused vacation days may annually be placed in a “bank” of vacation days to a maximum of sixty (60) days. Upon retirement (not resignation) these days shall be converted to a one time retirement payment based on the last year’s per diem wage rate for the retiring administrator/ administrative support staff member.

Retiring Administrators /Administrative Support Personnel are also entitled to receive a payment of their last year’s unused vacation days in addition to the maximum of sixty (60) days in their “bank”.

B. Personal Leave (Not deducted from sick leave)

Unused personal leave is added to accrued sick at the end of each school year.

238 day contracts	3 days
261 day contracts	4 days
Administrative Support Less than 238 days	4 days
Administrator Less than 238 days	2 days

C. Sick Leave (Any accumulated days over 120 may be banked to be used for sickness)

Sick leave may be used for personal illness and health-related appointments. Sick leave may also be used for illness or health-related appointments for members of the immediate family or care for a child in their immediate family that cannot safely be left alone in situations of canceled or closed childcare. Immediate family includes spouse, child, step-child, parent, step-parent, grandparent, grandparent-in-law, grandchild, brother, sister, parent-in-law, brother or sister in law.

238 day contracts	11/120 days
261 day contracts	12/120 days
Administrative Support Less than 238 days	8/120 days
Administrator Less than 238 days	10/120 days

Under the State and Federal Family and Medical Leave Acts, employees may be entitled to leave above and beyond the leaves provided in these guidelines. Any leave of more than three consecutive days that qualifies as Family and Medical leave shall be counted as such. The District administers the State and Federal Family and Medical Leave Acts concurrently. A 12 month period starting July 1 and ending on June 30, is used for calculating leave eligibility under the Federal Family and Medical Leave Act. If employees

have questions they should contact the Director of Human Resources.

D. Bereavement Leave

Administrators /Administrative Support Personnel shall be entitled to up to three days of paid leave for death in the immediate family. These days shall not be deducted from sick leave. An additional 3 days of sick leave may be used as bereavement leave for deaths in the immediate family. Immediate family includes spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, parent-in-law, brother or sister in law, son or daughter-in-law, grandparent-in-law, aunt or uncle. Administrators may request sick leave for attendance at funerals not covered under bereavement leave. Verification of attendance may be required. The Director of Human Resources may grant additional days as unpaid days or paid leave deducted from sick leave at their discretion.

E. Holidays

Administrators /Administrative Support Personnel are eligible for the following holidays:

If a paid holiday falls on a Saturday, the previous Friday shall be considered the holiday. If a paid holiday falls on a Sunday, the following Monday shall be construed the holiday. These holidays may be adjusted to best fit the work year.

261 day contract

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
4th of July	Christmas Day
Labor Day	New Year's Eve Day

200, 210 & 238 day contracts

New Year's Day	Friday After Thanksgiving	
Good Friday	Christmas Eve Day	
Memorial Day	Christmas Day	
Labor Day	New Year's Eve Day	Thanksgiving Day

of student day contracts

Labor Day
Thanksgiving Day
Friday After Thanksgiving
Memorial Day

F. Comp Time

Because of the many extra hours that administrators / administrative support personnel put in beyond the normal day, 238 and 261 contract day employees will receive 7 comp days to be taken during Spring or Winter break.

G. Professional Leave

Professional leave is defined as release from regular duties for the purpose of attending professional meetings, seminars, workshops, conferences, conventions, institutes, and others of similar nature. Professional leave may be granted upon request to the District Administrator.

H. Jury Duty

Any employee who is required to respond to a call for jury duty as a witness in court not involving a party to this employer shall be excused from work and the employer agrees to pay the difference between jury fees paid the employee (excluding mileage and parking fees or Saturday or Sunday fees) and the employee's regular daily rate. Employees are asked to submit to the payroll office a copy of the check they receive for jury duty within 3 days of their receipt of the check.

I. Other Leaves

Administrators/ Administrative Support Personnel will not be able to take more than five (5) consecutive days off while students are in session. Approval is necessary from the District Administrator.

SECTION VI BUSINESS AND PERSONNEL ITEMS

A. Expense Accounts

Actual expenses will be paid for travel to and expenses for meetings, workshops, conferences and conventions in Wisconsin as approved by the superintendent. Note the national convention restrictions that follow.

B. Smartphone

The Board of Education shall provide a smartphone device to the administrator / administrative support personnel employed for 200 or more days per year. The employee is expected to carry the smartphone device at all times including nights and weekends. The Board of Education will allow personal use of the smartphone device as the employee is not expected to carry both a work and personal device at all times.

C. Membership Dues

The Board of Education shall provide up to \$900 per year for 261 day contracts, up to \$800 per year for 238 day contracts, and up to \$700 per year for less than 238 day contracts. This may be distributed among one or more professional organizations.

D. National Convention

The Board of Education shall provide reimbursement of expenses up to \$1,500.00 for National Conventions every other year for administrators / administrative support personnel employed for 200 or more days per year. The district administrator may increase, at their discretion, the maximum expense allowance to \$2,000.00 for administrators attending national conventions at expensive locations such as San Francisco, Boston, New York.

E. Reduction in Force

In the event of any reduction of administrative / administrative support personnel, the employee, if appropriate, shall have the opportunity to be reassigned to a suitable position if it does not violate state law and the district's policies or existing contracts. However,

administrative / administrative support personnel assignments will be decided on the needs of the district and the individual's record of performance notwithstanding any other contract provisions.

F. Liquidated Damages

Administrative / Administrative Support Personnel who request a release from their contract with the district assume a legal obligation to pay for the reasonable expense incurred by the district in securing a replacement. That reasonable amount shall be: \$500 after June 1st but before July 15th, \$750 after July 15th but before the first day teachers report for the new school year, and \$1500 after the first day teachers report for the new school year.

A release from an administrative / administrative support contract is at the discretion of the Board of Education as the employee is expected to honor their contract except in cases where the circumstances are beyond their control. The Board may waive or reduce the above fees at their discretion in such cases. Part-time employees will have the penalties prorated based upon their FTE.

G. Criminal Background Checks/Charges - Obligation to Report Criminal Record

1. Job Applicants

- a. All individuals applying for employment with the District are required to file in writing, in advance of employment and on forms provided by the District, a statement identifying whether the applicant has been convicted of a misdemeanor or felony in this state or any other state or country; and has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for refusal to hire or termination of employment. Omission or withholding of information may be grounds for refusal to hire or termination of employment.
- b. Additionally, all persons applying for any position shall be required to agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

2. Current Employees

- a. Current District employees shall be required to notify Human Resources as soon as possible, before reporting to their next scheduled day of work but no more than three calendar days after any arrest, indictment, conviction, no contest plea or guilty plea, or other adjudication of the employee for any felony, misdemeanor or other offense.
- b. Employees are not required to report minor traffic violations. However, for positions requiring driving duties, an offense of operating a vehicle while under the influence, revocation or suspension of a license, and driving after

revocation or suspension are required to be reported.

- c. The District shall conduct an annual driver's license record check on all District employees who drive a District vehicle, operate mobile equipment for the District, or transport children. The District may also conduct criminal history and background checks on current District employees as deemed appropriate.
- d. An employee's arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the criminal record information and make related employment decisions in accordance with provisions of the District's current Employee Handbook and applicable legal requirements.

Failure to report under this section may result in disciplinary action, up to and including termination of employment.

WCSD Policies 522, 529, 533.1, ~~546~~541.1, 751.22, 752

H. Staff and Student Interactions

District staff members are expected to conduct themselves in a manner that promotes the health, safety, and wellbeing of students, including by establishing and maintaining role-appropriate communicative, physical, emotional, and social boundaries in their interactions with students. This requires every staff member to consistently exercise sound judgment that is context dependent and that gives due consideration to the staff member's District-assigned role and responsibilities.

No staff member may engage in any activity, conduct, or communication in the staff member's interactions with students that constitutes, encourages, or invites either unlawful conduct or conduct that would unreasonably endanger the safety or well-being of any person. For the avoidance of doubt, any conduct that constitutes an assault, the abuse of a child, or that reflects the elements of a crime defined under Chapter 948 of the Wisconsin Statutes is, of course, prohibited, as is any relationship between a non-student staff member and a student that is or that a reasonable person would perceive as being sexual or romantic in nature.

Further, the District prohibits staff members from engaging in conduct or communications, or any course of conduct or any pattern of behavior or communication, that manipulates, coerces, or grooms a student to engage in, or to consider engaging in, an inappropriate relationship (including a sexual relationship with the staff member) or other inappropriate behavior that endangers the welfare of a student. For these purposes:

- Grooming includes communications that are part of any course of conduct or pattern of behavior that a reasonable person would view as conditioning, seducing, soliciting, luring, or enticing a student to engage in, or to consider engaging in, inappropriate behavior.
- Grooming can occur, for example, by exploiting a student's vulnerabilities, by creating inappropriate emotional dependence, or by normalizing or desensitizing the student to

inappropriate conduct. Grooming often involves, but is not limited exclusively to, sexual or romantic contexts.

- Specific examples of conduct or behaviors that might be part of a violation that involves prohibited manipulation, coercion, or grooming of a student include the following:
 1. Written, electronic, or digital communications, including using text messages, emails, social media, or online platforms, to seduce, solicit, lure, or entice a student.
 2. The provision or promise of gifts, favors, privileges, inordinate special attention, or other items of value with the intent to lower a student's inhibitions, gain and exploit trust, or create emotional dependence.
 3. An act intending to isolate a child, or to encourage a child to separate, from family, peers, or guardians.
 4. Verbal comments, suggestions, or conversations of a sexual nature directed toward a student, such as exchanging information about a student's or an adult's sexual experiences or communicating other sexually-explicit content or sexualized subject matter.
 5. Exploiting a power dynamic, such as by offering improper benefits or privileges or by inappropriately threatening to impose negative consequences in a quid quo pro posture.
 6. Inappropriate or sexualized physical contact or attempts to initiate such contact.
 7. Using threats, bribery, fear, intimidation, harassment, embarrassment, or guilt to encourage inappropriate secrecy in the conduct or relationship or to facilitate the start or continuation of an inappropriate relationship or other inappropriate conduct.
 8. Soliciting or encouraging secrecy or concealment to avoid detection, oversight, or accountability for inappropriate communication or inappropriate conduct.

SECTION VII

RETIREMENT, ELIGIBILITY, NOTIFICATION AND RETIREE BENEFITS

A. Eligibility

Administrators / administrative support personnel are eligible for retirement benefits at age 55. If an employee has to retire before reaching the age of 55 due to a serious health condition that qualifies for WRS disability retirement, they shall be deemed eligible for the District's retirement benefits as well.

Any employee hired after June 30, 2012 will not be eligible for district provided post-employment benefits if they are receiving an annuity from the WRS. No employee shall be eligible to retire from the district more than once.

Notification

Notification for retirement must be given in writing to the superintendent on or before January 2nd preceding the requested retirement date. The normal retirement date shall be June 30th or the last regular work day in June if June 30th falls on a Saturday or Sunday. These dates may be waived by the Board of Education, upon recommendation of the superintendent.

B. Benefits

If the employee provides proper retirement notice and meets the eligibility requirements they shall be eligible to receive retirement benefits as follows:

1. If permitted by the health care and dental insurance provider(s), an employee may continue District coverage as a retiree by paying the monthly plan premium directly to the insurance provider(s). The effective retiree insurance date will be the date after active employee insurance(s) end which is outlined in the Benefit Section. The offer of retiree insurance(s) will be the same insurance plans and coverage the employee was enrolled in on the last day of active employee insurance coverage. The program offered to district employees is subject to change on an annual basis.
2. The following HRA benefits outlined in Section C, 1 a, b and c and Section C, 2 a, b, c and d below are provided to retiring administrators / administrative support personnel in recognition for the years of service provided to the Waunakee Community School District. No other payment for retirement such as severance pay or payment for unused sick days will be granted as the cost of the outlined benefits is already substantial.

This program is subject to annual review and, when deemed appropriate, revisions shall be made. However, individuals already participating in the program shall continue to receive payment and benefits under the retirement program in effect at the time of their retirement and shall do so through the month of such individual's 65th birthday, or the age at which the retired employee is eligible for Medicare, or death, whichever occurs first.

The Waunakee Community School District reserves the right at any time to unilaterally offer additional retirement benefits during a time-related window for employees who meet certain minimum age and service requirements.

C. Retirement Health Reimbursement Account (HRA)

The HRA provider and plan administrator shall be selected and determined by the Board of Education. No HRA plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor.

The district shall provide employer contributions to a Health Reimbursement Account (HRA) for administrators / administrative support.. The contribution and vesting procedures for the HRA account are set forth below and vary according to the date employment began as an administrator / administrative support in the District.

Part-time employee contributions shall be prorated based upon their percentage of full-time equivalency.

The HRA account is intended to be accessed during retirement years, subject to the terms and conditions of the HRA provider. Employees who sever employment and have a vested

HRA benefit shall be able to immediately access the HRA Plan funds, pursuant to the terms and conditions of the HRA Plan Provider. All withdrawals and payments from the HRA Plan shall cease when the funds in the plan are exhausted.

Non-vested contributions made on behalf of employees who terminate employment with the District for any reason will revert back to the District’s Fund 73 fund.

Survivorship Rights for Retirees Receiving the Health Reimbursement Account Plan: Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before their death, those that would have been available to the retiree if they had survived. Such benefits are subject to the terms and conditions of the HRA plan and applicable Internal Revenue Service Code and rules.

The District shall pay the HRA plan administrative fee for administrators / administrative support personnel receiving active employment HRA deposits. The retired employee shall pay the distribution fee to access the HRA funds.

FOR ADMINISTRATORS / ADMINISTRATIVE SUPPORT STAFF HIRED BEFORE APRIL 1, 2010

1. Health Reimbursement Account Retirement Benefit
 - a. Eligibility. The HRA retirement benefit is based on their administrative / administrative support years-experience with the District. The retiree is fully vested after 15 years of service in the District. If less than 15 years of service, the years-experience vesting percentage chart below applies.

Years-Experience Vesting Schedule

After # Years Administrative Experience in the Waunakee Community School District	Premium Amount Contributed of family HMO health and family dental plan	Maximum # Years of Contribution
Less than 6 years	0%	0
After 6 years	10%	10
After 7 years	20%	10
After 8 years	30%	10
After 9 years	40%	10
After 10 years	50%	10
After 11 years	60%	10
After 12 years	70%	10
After 13 years	80%	10
After 14 years	90%	10
After 15 years	100%	10

- b. Post-Retirement Employee HRA Contributions and Values. The

post-retirement HRA employer contribution amount shall be based on the following, regardless of the coverage level or health and dental insurance plans the administrator or administrative support employee is enrolled in, or if coverage was waived, on their last day of employment.

c. ~~The post-retirement HRA amount shall be based on the following:~~

~~The employer monthly contribution toward the health insurance HRA benefit shall be calculated based on the full monthly premium rate of the District-offered family traditional HMO health plan in effect on the employee's last day of employment. A health employer contribution value set and based on the monthly family HMO health "full premium" rate on last day of employment. For purposes of determining the health benefit, the "premium" amount shall be the premium amount for the lowest cost family health plan offered by the District in effect on the Administrator's/Administrative Support Personnel's date of retirement.~~

~~The employer monthly contribution for the dental insurance HRA benefit value shall be based on the full monthly premium rate of the District-offered family dental plan in effect on the last day of employment. A dental employer contribution value set and based on the monthly family dental "full premium" rate on last day of employment. For purposes of determining the dental benefit amount, the "premium amount" shall be the premium amount for a family dental plan offered by the district in effect on the administrator's / administrative support personnel's date of retirement.~~

A life employer contribution value, if applicable, shall be a legacy district paid life insurance amount based on the number of contracted days the employee worked their last year of employment as follows: An administrator / administrative support person hired before April 2010 and who elects to retire after their 55th birthday, shall have a legacy district paid life insurance premium amount deposited annually to their HRA for the number of years as detailed above. The premium value shall be based on the number of contracted days the employee worked their last year of employment as follows;

261 day contract \$550 per year

238 day contract \$500 per year

Less than 238 day contract, if hired prior to 97-98 school year. \$250 per year

The following calculation determines the employer contribution to the HRA.

Post-HRA Annual Contribution Value Calculation

+ \$ Family HMO health monthly full premium on last day of employment
~~at time of retirement~~
+ \$ Family dental monthly full premium on last day of employment
~~at time of retirement~~
= Net health and dental monthly value
x 12 months
= Annual subtotal of health and dental value (x part-time FTE if applicable)
+ Life benefit annual amount (if applicable) in chart above
= \$ Total Employer Annual HRA contribution

HRA employer contributions will be made for up to 10 years following retirement, or until Medicare eligible. or to the age at which the retired employee is eligible for Medicare, whichever comes first.

- d. Deposit Schedule by the District in the HRA upon Retirement.

Deposits shall be made to the HRA by the district via semi-annual payments on January 15 and September 15.

FOR ADMINISTRATORS / ADMINISTRATIVE SUPPORT STAFF HIRED ON OR AFTER APRIL 1, 2010 RETIREMENT HEALTH REIMBURSEMENT ACCOUNT (HRA) BENEFIT. EMPLOYER-FUNDED DURING ACTIVE EMPLOYMENT

1.

- a. Eligibility: The HRA retirement benefit is based on administrative / administrative support years-experience with the District. The retiree is fully vested after 10 years of service in the District. If less than 10 years of service, the years-experience vesting percentage chart below applies.

Years-Experience Vesting Schedule

After # Years Administrative Experience in the Waunakee Community School District	Vested	Non-Vested
After 1 year	10%	90%
After 2 years	20%	80%
After 3 years	30%	70%
After 4 years	40%	60%
After 5 years	50%	50%
After 6 years	60%	40%
After 7 years	70%	30%
After 8 years	80%	20%
After 9 years	90%	10%
After 10 years	100%	0%

b. Active Employment Employer HRA Benefit Contribution Value.

The District annual contribution is made for the administrator / administrative support while actively working and the value is based on their contracted days as outlined in the chart below.

District annual contribution

# of student day contracts	\$2,790
200 day contracts	\$3,065
210 day contracts	\$3,220
238 day contracts	\$3,650
261 day contracts	\$4,000

Contributions shall cease when the administrators/administrative support person's employment with the District ends.

District Deposit Schedule to the HRA during employment: The dollar amounts set forth above shall be deposited into the HRA in equal monthly installments.

- c. The employee must complete the contract year in order to receive the benefit
 - d. Non-vested contributions made on behalf of employees who terminate employment with the District for any reason will revert back to the District's Fund 73 fund. The schedule above will determine the amount of non-vested contributions compared to vested contributions.
 - e. Contributions on behalf of part-time administrators / administrative support personnel shall be prorated based upon their percentage of full-time equivalency, and their number of contract days.
2. All withdrawals and payments from the HRA Plan shall cease when the funds in the plan are exhausted.
 3. No HRA plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor.
 4. The retired employee may, if permitted by the health and dental care insurance provider, continue coverage under the health and dental care insurance plan by paying the monthly plan premium directly to the insurance provider.
 5. Survivorship Rights For All Retirees Receiving the Health Reimbursement Account Plan Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before their death, those that would have been available to the retiree if they had survived. Such benefits are subject to the terms and conditions of the HRA plan and applicable Internal Revenue Service Code and rules.
 6. The District shall pay the HRA plan administrative fee for active administrators / administrative support personnel. The retired employee shall pay the distribution

fee to access the HRA funds.

D. Conditions

This program is subject to annual review and, when deemed appropriate, revisions shall be made. However, individuals already participating in the program shall continue to receive payment and benefits under the retirement program in effect at the time of their retirement and shall do so through the month of such individual's 65th birthday, or the age at which the retired employee is eligible for Medicare, or death, whichever occurs first.

- E. The Waunakee Community School District reserves the right at any time to unilaterally offer additional retirement benefits during a time-related window for employees who meet certain minimum age and service requirements.

Appendix A Title IX Notice

The Board of the Waunakee Community School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

Director of Human Resources, Waunakee Community School District. 905 Bethel Circle,
Waunakee, WI 53597

Brian Grabarski, 608.849.2000, ext. 8167 briangrabarski@waunakee.k12.wi.us

Director of Special Education, Waunakee Community School District. 905 Bethel Circle,
Waunakee, WI 53597

Tiffany Loken, 608.849.2000, ext. 8268 tiffanyloken@waunakee.k12.wi.us

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 413/513 Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: <https://www.waunakee.k12.wi.us/board/policies>

The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



The contents of this handbook are presented as a matter of information only. The procedures described are not conditions of employment. The school district reserves the right to modify, revoke, suspend, terminate, or change any or all such procedures, in whole or in part, at any time with or without notice. The language which appears in this handbook is not intended to create, nor is it to be construed to constitute, a contract between the school district and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this handbook or individual contract.

The Waunakee School District is an equal opportunity employer and does not discriminate against any individual on the basis of age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, gender identity, transgender status, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law, or according to District policy.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.