



# **Administrative Assistant Employment Guidelines**

**2011-12 School Year**

## TABLE OF CONTENTS

Classifications .....	1
Work Schedules .....	1
Salary .....	2
Longevity .....	2
Job Changes .....	3
Personal Leave .....	3
Unpaid Leave .....	3
Paid Holidays .....	4
Insurances - Health and Dental .....	4
Insurances - Life, Long-Term and Short-Term Disability .....	5
Flexible Spending Account .....	5
Wisconsin Retirement/Employee Trust Funds .....	6
403(b) Employee Savings Plan .....	6
Sick Leave .....	6
Bereavement Leave .....	7
Snow Days .....	7
Scheduled Early Release Days .....	7
Jury Duty .....	7
Vacation .....	7
Lay-Off Language .....	8
Physical Examination .....	8
Supervision & Evaluation .....	9
In-Service .....	9
Job Posting .....	9
Retirement .....	9
Appendix (Employee Rights and Responsibilities) .....	A-1

## Administrative Assistant Guidelines

Effective July 1, 2011

### CLASSIFICATIONS

	Position	
Level III	Administrative Assistant to Superintendent Employment & Benefits Specialist	Payroll Specialist
Level II	Accounts Payable Specialist Administrative Assistant to Activities Director Administrative Assistant to Asst. Director of Instruction Administrative Assistant to Asst. High School Principal Administrative Assistant to Director of Buildings/Grounds Administrative Assistant to Business Manager Administrative Assistant to Director of Instruction	Administrative Assistant to Director of Special Education Administrative Assistant to Director of Human Resources Administrative Assistant to Principal Administrative Assistant for Summer School District Registrar Substitute Coordinator
Level I	Administrative Assistant for Attendance Administrative Assistant for Guidance	Receptionist

Limited term employees are covered by these guidelines only to the extent outlined in their letter of employment.

### WORK SCHEDULES

1. Work schedules shall be developed by each immediate supervisor.
2. Employees shall be eligible for overtime and/or comp time on a time and one half basis as approved by their supervisor. All overtime hours must be approved in advance by the employee's immediate supervisor and the Director of Human Resources. Each employee shall be required to keep a running log of hours worked. Compensatory time off must be approved in advance by the employee's immediate supervisor and the Director of Human Resources. Compensatory time shall not carry over from year to year.
3. Employees shall take a one-half (1/2) hour unpaid lunch break near the mid-point of each work day. Those working less than six (6) hours per day may or may not have a lunch break at the discretion of the employer.
4. Employees working at least seven (7) hours per day may take two (2) paid breaks, not to exceed fifteen (15) minutes each. Those working more than two (2) but not more than six and one-half (6 ½) hours per day may take one (1) paid break. Paid break times shall be determined by the supervisor, and shall not be taken consecutively or in conjunction with lunch breaks.
5. If necessary, supervisors may adjust schedules to meet the needs of the District.

**SALARY AND BENEFITS**

1. Salaries shall be reviewed annually.
2. Fringe benefits which include retirement, medical, dental and long-term disability insurance shall be reviewed annually.
2. The District shall contribute the employer’s share of state retirement. The employee shall contribute the employee’s share.

Position	Minimum	Maximum
Administrative Assistant to Superintendent Employment & Benefits Specialist Payroll Specialist	\$30,276 \$14.50 based on# days worked X hours per day (typically 261 or 262 days)	\$43,472 \$20.82
Accounts Payable Specialist Administrative Assistant to Activities Director Administrative Assistant to Asst. Director of Instruction Administrative Assistant to Asst. High School Principal Administrative Assistant to Director of Buildings/Grounds Administrative Assistant to Business Manager Administrative Assistant to Director of Instruction Administrative Assistant to Director of Special Education Administrative Assistant to Director of Human Resources Administrative Assistant to Principal Administrative Assistant for Summer School District Registrar Substitute Coordinator	\$28,084 \$13.45 based on# days worked X hours per day (typically 261 or 262 days)	\$40,215 \$19.26
Administrative Assistant for Attendance Administrative Assistant for Guidance Receptionist	\$12.44 based on# days worked X hours per day	\$17.82

**LONGEVITY PAY**

1. If the budget allows, longevity pay shall be added to an employee’s base wage at the beginning of the school year during which he or she will complete the indicated number of years of service based upon hire date as permanent (vs. substitute) employee. School year is defined as July 1<sup>st</sup> – June 30<sup>th</sup>. Eligibility for longevity pay is determined as follows:

Longevity		
Years	Longevity Pay	Employment Dates
1 to 4 years	\$ .15 per hour	July 1, 2007 to June 30, 2011
5 to 9 years	\$ .20 per hour	July 1, 2002 to June 30, 2007
10 to 14 years	\$ .25 per hour	July 1, 1997 to June 30, 2002
15 to 19 years	\$ .30 per hour	July 1, 1992 to June 30, 1997
20 + years	\$ .35 per hour	Before June 30, 1992
<i>*This chart reflects longevity pay beginning the 2011/12 fiscal school year.</i>		

If there is a break in service, the employee must work an additional year before becoming eligible for longevity pay.

## JOB CHANGES

When employees within the classified staff move from one position to another, pay and benefits shall be determined as follows:

1. There shall be no hourly wage increase when employees move between positions within the same classification.
2. When an employee moves into a position that has a higher wage scale than his/her current position, he/she shall be placed within the pay range to insure a pay increase. If the beginning hourly wage for the new position is higher than the employee's current hourly wage, he or she may be placed at the minimum hourly wage for the new position. If the employee is currently earning more than the beginning hourly wage for the new position, he or she will be placed higher within the range to insure a pay increase.
3. If an employee moves from a position that doesn't earn vacation into a position that does earn vacation, he or she will have to work in the new position for the length of time indicated in order to qualify for vacation. Previous time worked in a position that does not earn vacation will not apply. If, however, an employee has been earning vacation, he or she will retain their earned vacation and previous time worked will apply toward vacation in the new position.
4. Longevity pay shall apply to years of employment within the district. For example, if an employee works as an assistant for ten (10) years, and then moves into an administrative assistant position, he or she will be paid on the longevity scale for ten (10) years of service.

## PERSONAL LEAVE

Employees have two (2) personal days which can be used for anything, and although the request shall be made in writing, a reason need not be given. Personal days may not be used to extend holidays or recesses unless prior approval is given by the Director of Human Resources. No personal day may be taken on the last ten school days of the year. The Director of Human Resources may waive this restriction for good cause in extenuating circumstances and "once-in-a-life-time" situations. Personal days shall be taken in no less than one-half (1/2) day increments. Personal leave not used shall be added to accrued sick leave, which is accumulative to 120 days. One personal day is equivalent to the number of scheduled hours per day for each employee.

## UNPAID LEAVE

The superintendent may approve unpaid leave at any time at his/her discretion.

**PAID HOLIDAYS**

(If the holiday falls within the employee’s regular work schedule.)

12-Month, Full-Time Administrative Assistants		
1. Fourth of July	5. Christmas Eve Day	9. Good Friday
2. Labor Day	6. Christmas Day	10. Memorial Day
3. Thanksgiving Day	7. New Years Eve Day	*Other holidays may be granted by the District Administrator.
4. Day After Thanksgiving Day	8. New Years Day	

11-Month, Full-Time Administrative Assistants		
1. Labor Day	5. Christmas Day	9. Memorial Day
2. Thanksgiving Day	6. New Years Eve Day	*Other holidays may be granted by the District Administrator.
3. Day After Thanksgiving Day	7. New Years Day	
4. Christmas Eve Day	8. Good Friday	

Less Than 11-Month Administrative Assistants	
1. Labor Day	3. Day After Thanksgiving Day
2. Thanksgiving Day	4. Memorial Day

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.

**HEALTH & DENTAL INSURANCES**

Health & Dental Insurances (Percentages Paid By The District)			
11 to 12 Month Administrative Assistants			
Single Coverage		Family Coverage	
100% - 40 Hours (8)		90% - 40 Hours (8)	
		85% - 37 1/2 Hours (7 1/2)	
9 to 10 Month Administrative Assistants			
Single Coverage		Family Coverage	
100% - 40 Hours (8)	75% - 30 Hours (6)	80% - 40 Hours (8)	60% - 30 Hours (6)
97% - 38.75 Hours (7.75)	69% - 27.5 Hours (5.5)	78% - 38.75 Hrs (7.75)	55% - 27.5 Hours (5.5)
94% - 37.5 Hours (7.5)	63% - 25 Hours (5)	75% - 37.5 Hours (7.5)	50% - 25 Hours (5)
91% - 36.25 Hours (7.25)	56% - 22.5 Hours (4.5)	73 % - 36.25 Hrs (7.25)	45% - 22.5 Hours (4.5)
88% - 35 Hours (7)	50% - 20 Hours (4)	70% - 35 Hours (7)	40% - 20 Hours (4)
81% - 32.5 Hours (6.5)		65% - 32.5 Hours (6.5)	

1. If both husband and wife are employed by the District, and both are eligible for insurance benefits, the Board shall pay 100% of a family plan for health and dental insurances.
2. If an employee waives health insurance but elects single or family dental insurance, the District will pay 100% of the dental premium.
3. When an employee resigns or retires, his or her health and dental insurance coverage will end on the last day of the final month of employment with the district. The employee will have the opportunity to continue the coverage at his or her own expense in accordance with COBRA laws.

#### LIFE INSURANCE

Life insurance shall be provided for employees working twenty (20) or more hours per week. Life insurance shall be in the amount of the employee's annual earnings (rounded up to the next thousand). The District shall pay 100% of the premium. When an employee resigns or retires, his or her life insurance ends on the last day of employment with the district.

#### LONG-TERM DISABILITY (LTD)

The employer shall pay for a disability insurance plan for employees working 20 hours or more per week. When an employee resigns or retires, his or her long-term disability insurance ends on the last day of employment with the district.

#### SHORT-TERM DISABILITY

The employer shall offer a voluntary, employee-paid short-term disability policy for employees working 20 or more hours per week. When an employee resigns or retires, his/her short-term disability insurance ends on the last day of employment with the district.

#### FLEXIBLE SPENDING ACCOUNT

The district shall provide an Internal Revenue Service authorized flexible spending account under applicable sections of the Internal Revenue Code (§105, §106, §125 and §129) to permit employees to choose between:

- a. Payment of insurance premium amounts (IRC §106);
- b. Permitted medical expenses not covered by the insurance plan (IRC §105) to a maximum of five thousand dollars (\$5,000) per calendar year, until August 31, 2012
- c. Dependent care costs (IRC §129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code §105, §125) per plan year.

## WISCONSIN RETIREMENT/EMPLOYEE TRUST FUNDS

The Board shall pay the employer's required contribution to the Wisconsin Retirement Fund.

## 403(b) EMPLOYEE SAVINGS PLAN

The Board of Education does allow employees to establish a 403(b) Employee Savings Plan to be funded solely by voluntary employee salary reduction contributions which will be, in part, administered by Board of Education. The Board of Education does not maintain a 403(b) Employee Savings Plan which provides for contributions by the Board of Education or matching contributions. In order to participate, employees must comply with all rules and regulations as established by the Board of Education in compliance with Internal Revenue Service code(s).

## SICK LEAVE

1. Employees shall be given one (1) day of sick leave per month worked, accumulative to 120 days.
2. One (1) day of sick leave is equivalent to the number of scheduled hours for that employee and is accumulated on this basis.
3. A physician's statement of illness may be requested if considered necessary by the immediate supervisor, or Director of Human Resources.
4. Sick leave may be used for:
  - a. Personal illness.
  - b. Doctor and/or dentist appointment for self, spouse or children, which cannot be scheduled outside of the employee's regular work schedule.
  - c. Care of spouse, child, parent, grandparent, brother/sister, or parent-in-laws.
  - d. Death in the immediate family for a period of up to three (3) days, after paid bereavement leave is used up. Immediate family shall include spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother or sister, parent-in-law, brother or sister-in-law. These days are non-cumulative.
5. If an employee exhausts all available sick leave, he or she must use any available personal leave, vacation, or any other accrued, paid leave prior to requesting unpaid sick leave. There may be certain exceptions under the State and Federal Family and Medical Leave Laws.
6. Sick leave shall be taken in increments of not less than one-half day. If sick leave is utilized to attend a morning or afternoon appointment, and the appointment is completed in time for the employee to return to work for the remaining half day, he or she is expected to do so.

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. If employees have questions they should contact the Director of Human Resources.

## BEREAVEMENT LEAVE

Administrative Assistants may use up to three days of paid leave for death in the immediate family. These days shall not be deducted from sick leave. An additional three (3) days of sick leave may be used as bereavement leave for deaths in the immediate family. The superintendent may grant additional days, either as paid leave deducted from sick leave or as unpaid days, at his/her discretion. Immediate family includes: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, parent-in-law, brother or sister in law. Administrative Assistants may request sick leave for attendance at funerals, not covered under bereavement leave. Verification of attendance may be required.

## SNOW DAYS

Employees shall be paid for up to two (2) snow days if it is necessary to cancel school. If an employee works on a snow day, he/she shall be able to add that time to his/her vacation time or personal leave. In the case of an early release or delayed start, hours paid for hours not worked shall be counted toward the maximum of two (2) paid snow days. Employees who work for a period of time before school starts in the case of a delayed start or after school is closed in the case of an early release shall not be entitled to vacation time or personal leave. In the event of a third snow day or any snow day thereafter, employees will have the option of taking an unpaid day, or using a personal or vacation day if available. Employees are asked to submit a leave request indicating how they choose to account for the time.

## SCHEDULED EARLY RELEASE DAYS

Employees are paid to work their regular number of hours scheduled on early release days. Therefore, they are expected to remain at work for their full day, or to make arrangements with their immediate supervisor to make up the time if they leave early.

## 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.

## VACATION

1. 12-month Administrative Assistants shall be given five (5) days of vacation to use during their first year of employment, and 11-month Administrative Assistants shall be given two (2) days of vacation to use during their first year of employment. During their first year of employment, they are also accruing vacation that will be posted for use during their second year of employment. Vacation will be accrued accordingly for future years.
2. Employees must have written approval from their immediate supervisor and the Director of Human Resources prior to taking vacation days.
3. Vacation days shall be taken in blocks of not less than one half (1/2) day.

4. Vacation may not be taken during the first five (5) days or the last ten (10) days of the school year. This restriction may be waived at the discretion of the Director of Human Resources, for extenuating circumstances.
5. Up to five (5) days of unused vacation may be carried over to the next school year upon written request to the Director of Human Resources. This request must be made prior to the end of the school year.
6. Employees who properly resign or retire shall be paid for accrued, unused vacation.

VACATION SCHEDULE			
<b>12-Month, Full-Time</b>	5 days during first year		
	10 days during 2nd year	16 days during 7th year	21 days during 13th & 14th year
	11 days during 3rd year	17 days during 8th year	22 days during 15th & 16th year
	12 days during 4th year	18 days during 9th year	23 days during 17th & 18th year
	14 days during 5th year	19 days during 10th year	24 days during 19th & 20th year
	15 days during 6th year	20 days during 11th & 12th year	25 days during 21st year and thereafter
<b>11-Month, Full-Time</b>	2 days during first year		
	5 days during 2 <sup>nd</sup> year	10 days during 6 <sup>th</sup> & 7 <sup>th</sup> year	14 days during 14 <sup>th</sup> & 15th year
	6 days during 3 <sup>rd</sup> year	11 days during 8 <sup>th</sup> & 9 <sup>th</sup> year	15 days during 16 <sup>th</sup> year and thereafter
	7 days during 4 <sup>th</sup> year	12 days during 10 <sup>th</sup> & 11th year	
	9 days during 5 <sup>th</sup> year	13 days during 12 <sup>th</sup> & 13th year	
<b>Less Than 11-Months</b>	5 days during 6 <sup>th</sup> year	7 days during 8 <sup>th</sup> year	9 days during 10 <sup>th</sup> year
	6 days during 7 <sup>th</sup> year	8 days during 9 <sup>th</sup> year	10 days during 11 <sup>th</sup> year and thereafter To a maximum of 10 days
Administrative Assistants who were actively employed prior to July 1, 1996 are eligible for this vacation benefit. Those hired after that date shall not be eligible for vacation.			

#### LAY-OFF LANGUAGE

1. Employees shall be given fifteen (15) calendar days notice of any lay-off.
2. Layoff decisions shall be based upon the relative ability, training, qualifications, experience, performance, and seniority of the employees within affected classifications. Seniority shall be defined as continuous, permanent employment with the District.
3. An employee who is to be laid off or reduced in hours shall not be allowed to replace (bump) a less senior employee in another classification.
4. Employees on lay-off shall be recalled to vacancies in their classification in the inverse order of lay-off. If an employee refuses the position, they shall be removed from the re-call list.

#### PHYSICAL EXAMINATION

Upon initial employment, an employee must have a limited physical examination, including a chest x-ray or TB test, and a physician must certify the employee to be free from communicable disease. The District shall provide for the physical at one of the local clinics at employer expense. The employee may elect to have a physical at another clinic or provider at his/her own expense.

## SUPERVISION & EVALUATION

1. Employees shall be evaluated annually during their first three years of employment in the district and every third year thereafter, or more often if necessary as determined by their immediate supervisor. The District Administrator, subject to Board of Education approval, may hold a staff member at his/her present hourly wage.
2. A staff member shall be notified if he/she is to be held at his/her present level, and why the job performance does not warrant a raise. If, after a period of time, the employee's performance does not improve, notice of termination shall be given.

## IN-SERVICE

All Administrative Assistants are encouraged to attend in-service sessions or take courses for credit, as recommended and approved by their immediate supervisor.

## JOB POSTING

Any Administrative Assistant job opening shall be posted in the building offices for a minimum of five (5) working days. It shall be the responsibility of the employee to check the postings and to apply for the vacant positions. In situations where administration determines that the needs of the students and the district will be best served by doing so, an employee may be reassigned to an open position in lieu of posting the particular vacancy.

## RETIREMENT

Employees who have been employed at least fifteen (15) years in the Waunakee School District and who have reached the age of 55, shall be eligible to receive retirement benefits.

Employees who plan to retire shall notify the Director of Human Resources in writing of their intent to do so three months prior to the date on which they wish to retire.

Benefits: Employees retiring shall receive a credit for unused sick days of up to \$110 per day based on their per diem salary up to a maximum of 120 unused sick days.

This credit will be known as the "retirement credit" and will be paid as set forth below.

If the retired employee is enrolled in the District's health care insurance plan at the time of retirement, the District shall continue to make premium payments for the retired employee for the period following the date of retirement to January first of the next year, provided their retirement credit will cover the cost. The premium payments will reduce the balance of the retirement credit. If enrolling in dental only at retirement you will receive a cash payout minus the dental premium.

The remaining balance of the retirement credit shall be used solely for annual contributions to the flexible compensation plan (the "plan") beginning January first of the year following the effective date of retirement. The amount of the annual contribution to the plan on behalf of the retired employee shall be determined as of the time of retirement based on enrollment of the retired employee in the District's health care insurance plan. For employees with single coverage at the time of retirement, the maximum contribution to the plan shall be \$5000 per year. For employees with family coverage or not

participating in the District's health care plan, the maximum contribution to the plan shall be \$12,500 per year. The contributions shall be paid to the plan in equal installments monthly. The amount allocated for cash payout by the retired employee shall be paid twice annually (June 30 and December 30). Retirees may choose from the following options in the flexible benefits plan: cash benefit, health insurance, dental insurance, and extended Medicare benefits.

The District may, after consulting with the insurance committee, prospectively increase the contribution uniformly for all retirees with a retirement credit balance for the next calendar year at least thirty (30) days prior to the commencement of the next calendar year. When the balance of a retiree's retirement credit is reduced below the annual contribution amount, the entire remaining balance shall be the final contribution to the plan.

If, following retirement, the retired employee changes coverage in the District's health care insurance plan due to a change in family status as defined in the plan, the District's contribution shall be changed to reflect the new coverage status of the retired employee effective as of the date of the next monthly payment due from the District to the plan.

Benefits under the flexible compensation plan shall be governed by the terms of the plan and shall be elected by the retired employee in accordance with the terms of the plan. In the event of any discrepancy between the plan document and these guidelines, the terms of the plan document shall control. The plan document shall provide for a Medicare supplemental plan for retired employees.

The retirement credit shall not be funded by the District, and no assets will be segregated, set aside, or otherwise restricted for payment of the retirement credit. No retired employee shall have any right to receive any portion of their retirement credit in any manner other than as provided in this section. A forfeiture of any amount under the plan shall not be added back to the unused balance of the retirement credit, and the entire credit shall be forfeited upon death of the retiree.

The retired employee may, if permitted by the health care insurance provider, continue coverage under the health care insurance plan by paying the monthly plan premium directly to the insurance provider if such premium is not paid through the flexible compensation plan or if benefits available in the plan are not sufficient to pay such premiums in full. The surviving spouse of a deceased retired employee may continue coverage under the health insurance plan by paying the monthly plan premium directly to the insurance provider as per COBRA.

The Waunakee 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.

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES** **UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

**For additional information:**

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

**[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

A-1



This handbook is not to be construed as a contract with the Waunakee Community School District. 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 booklet 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.

*This school district is an equal opportunity employer and does not discriminate against any individual on the basis of age, race, creed, color, handicap, marital status, sex, national origin, ancestry, arrest record, conviction record, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.*