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**GERMANTOWN SCHOOL DISTRICT**

**EMPLOYEE HANDBOOK**

**[Discussion Draft for July 14, 2014]**

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**EMPLOYEE HANDBOOK**  
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## 1. MISSION STATEMENT/VISION/CORE VALUES

### MISSION STATEMENT

The mission of Germantown School District, community of learners, is “**Empower and Inspire Every Student to Success.**”

### VISION

The Germantown School District will be the premier district in Wisconsin.

### CORE VALUES

Core values are statements of how the community can expect us to respond and define the character of the organization.

- We hold **ourselves and our students** to high standards of performance and responsible behavior.
- We ensure that **students** have the needed skills to be productive, participatory citizens.
- We ensure **collaborative instruction** is provided in a **safe learning environment** to meet individual student needs, interests, and abilities.
- We will **partner with families and the community** to fulfill the responsibility of educating students.
- We provide a quality education while being **fiscally responsible**.
- We prepare students for an **ever-changing future**.
- We **assess** student learning and respond.
- We **work collaboratively** in the **best interest of students**.
- We **celebrate success**.

### STRATEGIC OBJECTIVES

Strategic Objectives offer key areas in which the District will focus its attention on during the next three years.

- Enhancing Quality Teaching
- Engaging Community Partnerships
- Maximizing Operational Efficiency
- Transforming Learning through Technology

## 2. INTRODUCTION/PURPOSE OF HANDBOOK

[This Handbook has been prepared for teachers and other professional staff that have teacher contracts under Wis. Stat. §118.21 or are covered by the certification in the collective bargaining agreement between the District and the Germantown Education Association, but excluding Administrators, Support, and Professional Technical personnel.] OR, if multiple professional groups are covered [This Handbook's general provisions cover employees covered by the certification in the collective bargaining agreement between the District and the Germantown Education Association, Professional and Technical Employees, and Administrators.] The purpose of this Handbook is to provide guidance on Germantown School District's policies, procedures, rules and regulations. Please read and become familiar with this information and to follow the District's policies, procedures, rules, and regulations. Please note that this Handbook does not create or constitute a contract, nor is it necessarily a binding statement of the District's policies, procedures, rules and regulations. It is intended to provide instruction to employees, and the District reserves the right to determine whether any exceptions to this Handbook's terms should be made.

Most of an employee's questions should be answered by this Handbook. However, if an employee has any questions regarding the Handbook or any other matters, the employee should direct such questions to the Director of Human Resources. For any questions regarding benefits, the employee should contact the Director of Human Resources. The District also has other policies that apply to staff and students that are available on the District's website.

None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of any other rights or benefit, or a contract of employment, expressed or implied. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without notice, with or without cause, except as otherwise explicitly provided for in an individual employment contract. Therefore, all employees are employed "at-will" and their employment may be terminated by the District, or alternatively, the employees may choose to leave the District's employment, at any time for any or no reason, in its discretion, and therefore, any individual employee's employment is not for any definite period, unless otherwise specifically provided by law, individual contract, or this Handbook.

The District reserves the right to interpret and apply the provisions of this Handbook in its discretion and as it deems appropriate as an essential management right and to determine whether specific circumstances require deviation from its terms. The District also reserves the right to modify, revoke, suspend, terminate, or change the contents of this Handbook, in whole or in part, at any time, with or without notice, or to deviate from its guidelines in cases it deems appropriate.

If there is a conflict between this Handbook and any specific provision in a previous handbook, statement, procedure, rule, or regulation given to employees, whether verbal or written, this Handbook shall control. However, if there is a conflict between this Handbook and any specific provisions of an individual employment contract or a collective bargaining agreement, the contract or agreement shall control.

Each employee is responsible for reading and becoming familiar with the information in this Handbook and Board Policies. Additionally, employees must follow all the directives in this Handbook, Board Policies, procedures, rules and regulations. The rights and obligations of all employees are further defined and governed by applicable laws and regulations, including but not limited to, Federal laws and regulations, the laws of the State of Wisconsin, and the Wisconsin Administrative Code.

### **Board Policy References**

Additional information is available from Board Policies and some pertinent Board Policies are cited in brackets.

- Board Policy 0000 - Bylaws
- Board Policy 1000 - Administration
- Board Policy 2000 - Program
- Board Policy 3000 - Professional
- Board Policy 4000 - Support Staff
- Board Policy 5000 - Students
- Board Policy 6000 - Finances
- Board Policy 7000 - Property
- Board Policy 8000 - Operations
- Board Policy 9000 - Relations

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

The District is an equal opportunity employer. The District shall not discriminate on the basis of age, race, creed, color, sex, pregnancy, sexual orientation, national origin, disability, political affiliation, handicap, marital status, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or non- use of lawful products off school premises during non-working hours, or any other reason prohibited by state or federal law.

Any employee who believes he/she has been discriminated against in violation of this policy may file a complaint. The Director of Human Resources is responsible for overseeing the District's equal employment opportunity and affirmative action programs, and for investigating discrimination complaints.

### **4. HARASSMENT AND DISCRIMINATION**

All District employees should be able to work in an environment where they are treated with respect and dignity, and where they are free of discrimination and harassment that is either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, or national origin. The District will not tolerate or condone discrimination and harassment.

The District considers harassment and discrimination to be serious employee misconduct. Therefore, the District shall take direct and immediate action to prevent such behavior and to

remedy all reported instances of harassment and discrimination. A violation of this provision and related policies and expectations can lead to discipline up to and including termination. See Board Policies 3362 and 4362.

### Complaint Procedures

Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the most comprehensive, accurate information for any investigation that may be undertaken.

Any employee who believes that he or she is being harassed or discriminated against shall report the incident(s) as soon as possible to the Complaint Coordinator, Cynthia Coley, their own supervisor, or other representative of District management so that an investigation can be conducted and, if necessary, steps may be taken to protect the employee from further harassment, and so that appropriate remedial action, where appropriate, may be initiated. Please note that failure to report alleged harassment or discrimination promptly may deprive the District of its ability to conduct appropriate investigations or to take appropriate remedial action.

### Confidentiality

Any discrimination or harassment complaint filed under this policy will be promptly investigated in the most confidential manner possible so as to maximize the privacy of persons involved. Confidentiality will be maintained to the extent possible and consistent with appropriate investigative procedures. Records from investigations of discrimination and harassment will be released only to the extent required by state or federal law, as necessary to investigate or remedy discrimination or harassment, or to comply with mandatory legal process (e.g., a subpoena).

### Retaliation

The District will not permit or condone retaliation against an employee who files a harassment complaint, makes a report of harassment, or participates in a related investigation. Retaliation is a violation of this policy and shall be reported immediately. Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment, or participating in an investigation will be subject to disciplinary action. Complaints for retaliation will be reported and processed in the same manner as complaints for harassment.

## **5. WELLNESS**

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The staff is encouraged to use foods of a high nutritional value in fundraising activities and to

create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive must be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.

- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

## 6. EMPLOYEE (WHISTLEBLOWER) PROTECTION

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint should be filed by that employee with the Human Resources Department. If the complaint is about a practice or activity of the District Administrator, the complaint should be filed with the Board President. Employees are reminded that written complaints are not necessarily required in circumstances where legal mandates do not allow the District to require written complaints as a condition of investigation. However, a written complaint is strongly encouraged to document the details of the report, to allow preliminary determinations, and to help speed the investigation process. Employees are also reminded that not every deviation from law or regulation necessarily requires formal reporting and, instead, may call for direct correction or collaboration with other employees to secure compliance with the law.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's legal compliance goals. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation under this provision only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the Administration with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who has reasonably and in good faith made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to

disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

## **7. PERSONNEL RECORD MAINTENANCE AND ACCESS**

The District maintains personnel records and files for each employee. Maintaining these files with up to date information is very important as it provides the District with contact information in case of emergency, address mailings, data for payroll purposes, and information required for reporting purposes and benefit programs.

All employees must promptly notify the District Human Resources Department of any changes in:

1. Addresses;
2. Marital status or name change;
3. Party to be notified in case of emergency;
4. Phone number;
5. Dependent(s).

Records of all personnel shall be considered confidential to the extent required by law. Records shall be maintained in accordance with all applicable federal and state laws and regulations, and retained in accordance with the District's record retention schedule.

If an employee desires to review his/her employment records, contact the Director of Human Resources for an appointment. Consistent with applicable law, the District will allow employees to inspect their employment records twice per calendar year and within seven (7) working days after the employee makes the request for inspection.

## **8. EMERGENCY SCHOOL CLOSING**

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System ALERT NOW if conditions warrant the closing of schools. Staff may also be notified by the District's email

service.

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Employees should check the following if he/she does not receive a phone call or an email.

Television: WTMJ-TV4 [www.todaystmj4.com](http://www.todaystmj4.com)

Radio Stations: WTKM-1540 AM & 104.9 FM; WTMJ-620AM – [www.620.wtmj.com](http://www.620.wtmj.com) and 94.5 Lake FM – [www.945lakefm.com](http://www.945lakefm.com)

Information is also posted on the District website [www.germantownschoools.org](http://www.germantownschoools.org)

Employees are encouraged to monitor these TV and radio stations.

## **9. POSITION DESCRIPTIONS**

Position descriptions are available for most District positions. Generally, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of their job description.

## **10. BACKGROUND CHECKS**

To safeguard the safety and wellbeing of students and staff members, the Board of Education requires an inquiry into the background of job applicants and volunteers.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications, except when necessary to that evaluation or required by law.

All applicants must provide a statement indicating whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. 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, and inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

The application shall be in writing, and shall include completed forms provided by the District. 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.

All District employees shall notify their immediate supervisor or administrator as soon as possible, but no more than five (5) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee, whichever occurs first, for any of the following offenses:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. crimes that constitute immoral conduct as defined by Wis. Stat. § 115.31(1)(c);
- E. crimes that violate the public trust; or
- F. crimes referenced in Wis. Stat. § 115.31

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported. Such report shall be made as soon as possible, but in no circumstance more than five calendar days after the event giving rise to the duty to report.

The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors when appropriate and required by law in determining what action, if any, will be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature of the offense;
- B. the date of the offense;

- C. the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave to investigate the circumstances of an arrest, indictment or conviction.

## **11. PHYSICAL EXAMINATIONS**

Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with Wis. Stat. §118.25. The District also requires that applicants that are selected for District positions submit to drug testing. In addition, examinations to establish fitness for duty to perform the essential functions of their assignment may be necessary for an offer of employment or continuing employment as applicable, with the District if such testing is job related and consistent with business necessity.

Fitness for Duty: The District may require a physical and/or mental health examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent applicable state and federal law.

## **12. LICENSURE**

Each employee who is required to be licensed or certified by law must maintain their license and provide the District with a copy of the current license or certificate to be maintained in his/her personnel file. Each employee is expected to know the expiration date of his/her license/certification and to meet the requirements for re-licensure or certification in a timely manner and as specified in his/her individual contract, if any.

## **13. DISTRICT STANDARDS**

A physically and emotionally safe environment is essential for student learning to occur and employees to be productive. Mutual respect and understanding are the foundations of a safe and effective learning environment. To ensure orderly operations, good relationships and a positive image the Board of Education expects employees to conduct themselves in keeping with the following general statements in addition to the specific policies, rules, and regulations of the Board:

- Develop positive, professional relationships with students, staff and parents.
- Maintain regular, effective communications with students, staff and parents..
- Uphold the dignity and decorum of the position.
- Maintain the confidentiality of information as prescribed by state and federal law.
- Avoid conflict of interest situations as defined by state statute and refrain from

accepting any gift, fee, free services or anything of value for or because of any act performed or withheld in the performance of duties.

- Use school property only for official and authorized activities.
- When acting as an official representative of the District in the presentation of papers, talks or demonstrations, refrain from soliciting or accepting fees, honoraria or reimbursement of expenses for personal gain when services are performed on compensated school time.

Employees are reminded that these are general objectives and that they are required to uphold state and federal laws, as well as Board of Education policies, rules, regulations, and directives applicable to the performance of their responsibilities.

#### **14. SCHOOL CALENDAR**

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. student-contact days, instructional, in-service, workdays, etc. shall be at the discretion of the Board and can be obtained in the District Office or on the District website.

#### **15. ATTENDANCE**

Regular attendance is required of every District employee. It is the employee's responsibility to be ready to begin his or her professional duties on time each day and to return on time from scheduled breaks and lunch breaks. Although there are justifiable reasons to be absent from work, excessive absenteeism and/or tardiness will lead to discipline, including termination.

#### **16. POLITICAL ACTIVITY**

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. No school employee shall make use of school equipment, technology or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When teachers and other professionals have a professional obligation and responsibility to discuss public policy or political issues, they are required to show objectivity and neutrality so that the issues are presented in a balanced manner, and then only when such commentary is incident to the approved curriculum and instruction.

## **17. COPYRIGHT**

All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law and Board Policy. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright should be directed prior to reproduction to the Director of Teaching and Learning.

Any work prepared by an employee within the scope of his/her employment is owned by the District. An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with the District Administrator.

## **18. CONFLICT OF INTEREST**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee’s position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as possible. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. No employee may sell, promote the sale of, or act as an agent or a solicitor for the sale of any goods or services to any public school pupil while on District property or at a District sponsored event.

## **19. DISTRICT PROPERTY**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee’s last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use must be returned the first work day after project completion.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces. Accordingly, the District may, at any time, with or without notice, conduct a search of such property, regardless of whether the areas/items are locked or unlocked.

The District does not assume any responsibility for loss, theft or damage to personal property brought by the District employee onto District property or to District-sponsored events.

## **20. OUTSIDE EMPLOYMENT**

Outside employment is employment or self-employment that is not within the duties and responsibilities of the employee's regular position with the District or performing services for another employee. The District expects each employee to devote maximum effort to his/her position with the District. Employees may hold outside employment as long as such employment does not interfere with assigned duties, as determined by the District except when otherwise specified or directed. An employee shall not perform any duties related to outside employment during his/her scheduled working hours for the District, nor will an employee use any District facilities, equipment or materials in performing outside work. If an employee is working or intends to work in outside employment, he/she must discuss such outside employment with the Director of Human Resources.

## **21. IDENTIFICATION BADGES**

The District will provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are and to verify that they work for the District. They are an important part of providing a secure environment for the District's students. Employees are expected to wear their employee identification badges in a visible spot during scheduled work hours and when representing the District at school sponsored events, whether on or off campus.

## **22. DRESS CODE**

All employees of the District are expected to set an example in their dress and grooming. Employees are expected, at all times during scheduled work hours, to wear attire that defines a professional atmosphere to students, parents and the public. Dress or attire that adversely affects the education atmosphere; that is unsafe, disruptive, or inappropriate, is not allowed. The District reserves the right to publish and revise more detailed dress codes, and employees are charged with understanding this at the time of hire.

## **23. SMOKING**

The District does not permit smoking in any District facilities or on District property, which includes District owned vehicles and vehicles while they are being used to conduct business for the District.

## **24. ALCOHOL AND OTHER DRUGS**

The District recognizes alcohol and other drug abuse as a potential health, safety, and security problem, and it is the District's intent and obligation to provide a drug-free, healthful, safe and secure work environment. Therefore, the use, sale, purchase, manufacture, distribution, dispensation, possession of alcohol, an illegal substance, an unlawful controlled substance, e.g., prescription medication not prescribed for the employee, a legal medication used contrary to directions for purposes of intoxication, or any look-alike of any drugs by employees on District premises or while conducting District business off premises (e.g., overnight trips, chaperoning or supervising students, athletic events) is absolutely prohibited by the District. This provision also prohibits an employee from having such substances present in his/her system on District premises or while conducting District business off premises. This provision will be applied in a manner that is consistent with the District's obligations under state and federal disability laws.

The District may require an employee to undergo a drug and/or alcohol test when the District has reasonable suspicion that the employee is in violation of this provision. The employee will be referred to a certified testing laboratory for completion of the test. A positive test indicating a violation of this standard or refusal to submit to such a test may result in disciplinary action, up to and including termination of employment.

Each employee must immediately notify the District of his/her criminal conviction under the state and/or federal drug statutes while employed by the District.

## **25. SAFETY**

All employees will adhere to District safety rules and regulations and will report unsafe conditions or practices to the District Administrator or his/her designee.

## **26. FALSE REPORTS**

Employees are expected to be honest and forthcoming in all reports and/or statements filed with and/or on behalf of the District, including, but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

## **27. INVESTIGATIONS**

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired. Employees violating this expectation may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning, if appropriate. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

## **28. PERSONNEL –STUDENT RELATIONS**

All District employees must recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

## **29. ELECTRONIC COMMUNICATIONS/USE OF SOCIAL MEDIA**

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology for operations and student learning and inhibits negative side effects.

The District's internet system has a limited education purpose. The District's internet system has not been established as a public access service or a public forum. The Board has the right to place restrictions on its use to assure that use of the District's computers, network and internet services ("network") is in accordance with its limited educational purpose. Teachers' use of the District's network will be governed by this policy and the related administrative guidelines, and any applicable employment contracts. Users have no expectation of privacy in the content of their personal files and records of their online activity while on the network. The District utilizes a key stroke monitoring system to monitor all activity as needed.

### Personal Use of Social Networking Sites – Guidelines

The District may monitor and regulate employee use of social networking sites if:

- The employee chooses to identify him/herself as an employee of the District.

- The activity occurs through use of any District technology.
- The activity affects the employee's job performance or the performance of other District employees.
- The activity involves or relates to District students.
- Other appropriate circumstances.

The District may monitor employee use of social networking sites, especially when such sites are accessed through District-provided technology resources. Employees must be aware that posting on websites, including social networking sites, are not private. Accordingly, employees may be subject to discipline for violating any of the above-referenced conditions.

### Employee Use of Social Networking Sites

The District understands that technology is constantly changing and encourages employees to use technology to assist with student learning. Employees may use social networking sites for educational purposes under the following guidelines:

- The appropriate administrator (principal or athletics/activities director) must approve all social network sites and groups prior to use by the employee with students.
- The building administrator must be a part of the social network site and group between any employee and student.
- Employees are strongly encouraged to document and retain all electronic communication between themselves and students.

## **30. CONFIDENTIALITY**

All student records and information obtained by an employee of his/her employment with the District must be treated as confidential information, unless otherwise directed by this policy and/or applicable law. Employees shall use confidential information appropriately and with respect for the rights of individuals. Confidential information shall not be used for personal gain or to the detriment of the District.

## **31. WEAPONS**

To the fullest extent authorized by law, the Board of Education prohibits employees from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle without the permission of the District Administrator.

The safety of our students, staff and visitors is of the highest priority.

An individual may possess a firearm in a school zone only under the following circumstances:

- The firearm is not loaded and is encased or in a locked firearms rack that is on a motor vehicle.
- By a state-certified commission warden acting in his or her official capacity.
- By a person legally hunting in a school forest if the school board has decided that hunting may be allowed in the school forest.

An individual may possess a firearm in or on the grounds of a school or within 1,000 feet of the grounds of a school in accordance with any of the following provisions of federal law:

- On private property that is not part of school grounds.
- For use in a program approved by the District in the school zone.
- In accordance with a contract entered into between the District in the school zone and the individual or an employer of the individual.
- By a law enforcement officer acting in his or her official capacity.
- The firearm is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on the school premises is authorized by District authorities.

### **32. NEPOTISM**

No employee shall supervise, in an employer-employee capacity, another member of that employee's immediate family. Immediate family members shall include spouses, domestic partners, parents, grandparents, children, siblings, stepparents, stepchildren, and in-laws.

### **33. MANDATORY REPORTING**

Each and every District employee who has reason to believe that a child has been abused or neglected or has been threatened with abuse or neglect must immediately report the facts and circumstances contributing to the suspicion of child abuse or neglect to law enforcement or social services.

Employees are encouraged to also report such reasonable suspicion of child abuse or neglect to an Administrator in the District. However, such a report shall not satisfy the mandatory reporting requirement referenced above.

### **34. ACCIDENT/INCIDENT REPORTS**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other off campus events, must be reported to the building principal/immediate supervisor immediately. Reports must cover property damage as well as personal injury. A completed accident report must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. Such reports are necessary in order to allow the District to process worker's compensation and other claims.

### **35. USE OF DISTRICT FUNDS**

Each employee is expected to follow all procedures concerning the appropriate use of District funds.

The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. Fraud and financial impropriety includes but is not limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy;
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,

13. any other dishonest act regarding the finances of the District.

Any person who suspects fraud or financial impropriety in the District is expected to report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement.

Each employee who supervises or prepares District financial reports or transactions is expected to set an example of honest and ethical behavior and is expected to actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee will unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

### **36. WORK STOPPAGE**

District employees shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold, in full or in part, any services to the District.

### **37. DISCIPLINE AND TERMINATION**

The District Administrator or his/her designee may discipline or terminate the employment of an employee when his/her actions demonstrate a failure to meet the generally expected or accepted standards of behavior, or when the employee violates a Board policy, rule, regulation, law, directive or provision of this Handbook. The District may use progressive discipline, if deemed appropriate for corrective action, but no such action shall serve to modify employment at will.

### **38. SEVERANCE FROM EMPLOYMENT**

An employee's employment with the District shall be severed by any of the following:

- A. Termination pursuant to the terms of this Handbook and the employee's individual contract.
- B. Resignation.

- C. Retirement.
- D. Failure to return to work the day following the expiration of an approved leave of absence.
- E. Job abandonment.
- F. Other circumstances where the employee's intent, or the District's operational or other needs indicate that the employment relationship is or has been terminated.

### **39. GRIEVANCE PROCEDURE**

Employees may use the following procedure to contest decisions regarding employee termination, employee discipline, or workplace safety issues.

#### **I. Definitions.**

- A. "Days" as used in this policy is defined as any day that the District's Business Office is open.
- B. "Employee Termination" as used in this policy section, shall not include the following:
  - 1. Layoffs;
  - 2. Workforce reduction activities;
  - 3. Voluntary termination including, without limitation, quitting or resignation;
  - 4. Job abandonment;
  - 5. Retirement; or
  - 6. Any other cessation of employment not involving involuntary termination.

- C. "Employee discipline" that results in disciplinary action, which typically involves any of four (4) steps: generally includes verbal reprimand, written reprimand, suspension with or without pay, and termination of employment, but generally does not include, e.g., evaluation, counseling, refusal to advance, promote, or grant a benefit, or any other measure that is not adverse action..

Therefore, "Employee discipline," as used in this policy, also shall not include the following:

1. Plans of correction or performance improvement;
2. Performance evaluations or reviews;
3. Documentation of employee acts and/or omissions in an employment file;
4. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
5. Non-disciplinary wage, benefit or salary adjustments;
6. Other non-material employment actions;
7. Counseling meetings or discussions or other pre-disciplinary action; or
8. Demotion for reasons other than discipline, transfer or change in assignment.

- D. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

## II. Time Limits.

Unless mutually agreed to in writing by the employee and the District in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the employee to comply with the timelines will be deemed a waiver of the grievance and the grievance will be denied. The employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Director of Human Resources may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

### III. Procedure.

A. **Informal Grievance Resolution:** The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

#### B. Step One and Response

**Formal Grievance Submission:** The employee must file a written grievance with the District Administrator (or designee) within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:

1. Name of Grievant;
2. A statement of the pertinent facts surrounding the nature of the grievance;
3. The date the alleged incident occurred;
4. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
5. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
6. The specific requested remedy; and,
7. The grievant's signature and date.

**Administrative Response:** The Director of Human Resources (or designee) will meet with the grievant within ten (10) days of receipt of the written grievance. The Administration will provide a written response within ten (10) days of the meeting. The Administration's written response to the grievance must contain:

1. A statement of the date the meeting between the Administration and grievant was held;

2. A decision as to whether the grievance is sustained or denied; and
3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.

C. Step Two and Response

**Impartial Hearing:** The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the District Administrator within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the District in a different applicable policy. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date should one be needed.

1. **Impartial Hearing Officer Selection.** The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the District. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the District.
2. **Impartial Hearing Officer Standard of Review:** The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The Rules of Evidence will not be strictly followed. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious in its application of applicable policies, rules, or Handbook provisions. If the decision was not arbitrary or capricious then the IHO is required to uphold the District's action.

**Impartial Hearing Officer Response:** The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents. The Impartial Hearing Officer's written response to the grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.

3. A statement outlining the timeline to appeal the decision to the School Board.
4. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision, and may not grant other relief to the grievant.

D. Step Three

Review by the School Board: The non-prevailing party may file a written request for review of the IHO's decision by the School Board within ten (10) days of receipt of the Impartial Hearing Officer Response. Normally the School Board will not take additional testimony or evidence, and will decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO.

Response by School Board: The School Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The School Board's written decision regarding the grievance must contain a decision as to whether the grievance is sustained, denied or modified. The School Board shall decide the matter by a majority vote of a quorum of the Board. The decision of the School Board is final and binding and is not subject to further review.

E. General Requirements:

1. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
2. Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

#### **40. AUTO TRAVEL EXPENSES AND MILEAGE REIMBURSEMENT**

The District shall reimburse employees on a per mile basis for car expenses incurred as required by the District to fulfill his/her responsibilities. Expenses shall be submitted on the last working day of the month and reimbursed within the following thirty (30) calendar days. The reimbursement per mile shall be paid at the Internal Revenue Service rate. Employees who travel off site to a work related function, and leave from home, must submit the lesser mileage

either from work or home.

## **41. PAYROLL**

### **A. Payroll**

Employees will be on the 15<sup>th</sup> and final day of the month. If a payday falls on a holiday, employees will be paid on the last work day preceding the holiday.

Paychecks will include earnings for all work performed through the end of the previous pay period as established by the District.

Compensation is subject to all deductions required by state and federal law. The amount of the deductions depend on earnings and information furnished by the employee on individual W-4 forms regarding the number of exemptions claimed. If an employee wishes to modify the number of exemptions, he/she must request a new W-4 form from the Payroll Office. An employee is the only individual who can modify his/her W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. Employees are expected to check pay stubs to ensure that it reflects the proper number of withholdings.

The annual W-2 form reflects how much an employee's earnings were deducted for these purposes. Any other mandatory deductions to be made from paychecks, such as court ordered garnishments, will be explained whenever the District is ordered to make such deductions. Employees should direct questions about pay and deductions to the Payroll Office.

Should there be an underpayment of any kind, the District will make every reasonable effort to repay the amount as quickly as possible. In the event that there is an overpayment of any kind, the District shall recoup such overpaid amount as quickly as possible. It is the employee's responsibility to bring any underpayments or overpayments to the attention of the Payroll Office in a timely manner.

### **B. Direct Deposit**

Employees will have the option of having his/her check deposited directly into the banking institution account of his/her choosing.

## **42. FAMILY AND MEDICAL LEAVE**

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military.

Eligible employees may qualify for unpaid leave under WFMLA and/or the FMLA. When applicable, the WFMLA and FMLA leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees.

### **WFMLA:**

Any employee who has worked for the employer for more than fifty-two (52) weeks (for a minimum of 1,000 paid hours) is eligible for unpaid leave under the WFMLA. An employee may, but is not required to; substitute definite and quantifiable paid leave benefits for unpaid leaves under the WFMLA (e.g., paid vacation).

The amount of unpaid leave available during a twelve (12) month period (January 1st – December 31st) pursuant to the WFMLA is as follows:

#### **A. Family Leave**

1. Up to a maximum of six (6) weeks per twelve (12) month period for the birth or adoption of a child. The leave must begin no earlier than sixteen (16) weeks before estimated birth or placement and no later than sixteen (16) weeks after birthdate or placement of the child.
2. Up to a maximum of two (2) weeks leave per twelve (12) month period to care for a child, spouse, parent, parent-in-law, domestic partner [as defined in Wis. Stats. § 40.02(1) and § 770.01(1)], or domestic partner's parent who has a serious health condition.

Total maximum time for #1 and #2 is eight (8) weeks per twelve (12) month period.

- #### **B. Medical Leave: A maximum of two (2) weeks per twelve (12) month period for the employee's serious health condition.**

[NOTE: "Serious health condition" under the WFMLA means a disabling physical or mental illness, injury, impairment, or condition which requires inpatient care in a hospital, nursing home or hospice, or outpatient care that requires continuing treatment or supervision by a health care provider.]

**FMLA:**

Any employee who has worked for the employer for more than twelve (12) months (for a minimum of 1,250 hours) is eligible for unpaid leave under the FMLA. An employee will be required to substitute definite and certain paid leave benefits for unpaid leave.

The FMLA provides for a maximum of twelve (12) weeks of unpaid leave during a twelve (12) month period (January 1<sup>st</sup> – December 31<sup>st</sup>) for any covered purpose, including:

- a. The birth and first year of care of a child or a child who has been placed with the employee for adoption or foster care.
- b. To care for a child, spouse or parent who is suffering from a serious health condition.
- c. For a serious health condition of the employee that makes the employee unable to perform his or her job duties.
- d. Because of qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or called to covered active duty as a member of the Armed Forces, National Guard, or Reserves.

The FMLA also provides for twenty-six (26) weeks of unpaid leave during a single twelve (12) month period in the case of covered service member caregiver leave because the employee is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness. This twelve (12) month period begins on the first day the eligible employee takes leave for this purpose.

Spouses who are eligible for FMLA leave, and are employed by the same employer, may be limited to a combined total of twelve (12) weeks of leave during any twelve (12) month period if the leave is taken for the birth and first year of care of a child or a child who has been placed with the employee for adoption or foster care; or to care for a parent who is suffering from a serious health condition.

[NOTE: A "serious health condition" under the FMLA 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 three (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. Treatment does not include routine physical examinations, eye examinations, or dental examinations.]

Substitution:

Under the FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under the WFMLA, employees reserve the right to substitute accrued unpaid leave time or choose to take unpaid leave; substitution of paid leave is deemed use of WFMLA leave.

Intermittent Leave:

Under some circumstances, employees may take the WFMLA and FMLA leave on an intermittent basis.

- a. The WFMLA family leave for birth, placement, or care of a: child, spouse, parent or parent-in-law with a serious health condition may be taken as partial absences from employment if scheduled so as not to unduly disrupt the employer's operations.
- b. The WFMLA medical leave based on a serious health condition of an employee may be taken in non-continuous increments as medically necessary.
- c. FMLA leave based on a birth or child placement may only be taken intermittently on a reduced leave schedule if the employer agrees.
- d. FMLA leave based on a serious health condition of an employee, employee's child, spouse or parent may only be taken intermittently or on a reduced-leave schedule when medically necessary, unless the employer agrees otherwise.
- e. FMLA leave due to a qualifying exigency may be taken on an intermittent basis as needed.
- f. Leaves will be granted in two (2) hour increments. If it is physically impossible for an employee using intermittent leave to commence or end work midway through a shift, the entire time the employee is forced to be absent shall be designated as FMLA leave.
- g. Employees shall make a reasonable effort to schedule intermittent leave so that it does not unduly disrupt the employer's current operations.

Benefits:

The employer is required to maintain group health insurance coverage for an employee on WFMLA and/or FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. It is the employee's responsibility to make arrangements with the Business Office for making premium payments for group health insurance during leaves. To the extent permitted by

law, the employer reserves the right to require employees to place up to eight (8) weeks' health insurance premiums in escrow prior to taking WFMLA leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

If an employee fails to return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, a reason beyond the employee's control, or ends his/her employment with the employer within thirty (30) calendar days after a period of leave, deductions and/or reimbursements may be required by the employee for the employer's cost of health insurance benefits paid while the employee was on WFMLA and/or FMLA leave.

When applicable, the employer will not continue to pay premiums on employer-paid benefits such as life insurance, disability insurance, etc., during an employee's FMLA leave. An employee may continue his/her entitlement to these employer-paid benefits by paying the cost of continuing the employee's life insurance, disability insurance, etc., during his/her FMLA leave.

Notice:

An employee requesting FMLA leave has an obligation to provide at least thirty (30) days advance notice to the employer, or as soon as practicable, of the nature and extent of any leave requested. An employee requesting WFMLA leave must provide advanced notice to the employer in a reasonable and practicable manner. In any event, employees will always have a duty to cooperate with the employer in arranging and processing leave requests under the WFMLA and FMLA laws to avoid undue disruption of the employer's operations.

To receive WFMLA and/or FMLA leave, an employee must complete and submit the "FMLA Leave Request Form" to the Human Resources Department. Copies of the "FMLA Leave Request Form" may be obtained in the Human Resources Department Office. If an employee is unable to complete and submit the "FMLA Leave Request Form" before his/her leave commences, because the need for leave was not foreseeable, the employee must notify the Human Resources Department as soon as possible and complete and submit the "FMLA Leave Request Form" to the Human Resources Department as soon as practicable. The Human Resources Department Office shall evaluate the request and provide a response to the employee approving or denying the request and providing the employee with a "Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)" within five (5) business days, absent extenuating circumstances, of the employees' request. If the Human Resources Department needs additional information to determine whether a leave is being taken for a WFMLA and/or FMLA qualifying reason, the Human Resources Department may wait until it has received the requested information from the employee and then notify the employee whether the leave will be designated as WFMLA and/or FMLA leave with the "Designation Notice" within five (5) business days, absent extenuating circumstances, after obtaining the information. It is the responsibility of the employer to determine whether an employee's leave should be designated as WFMLA and/or FMLA leave.

The employer may require an employee to provide certification supporting the need for leave due to a serious health condition or other qualifying exigency, obtain second or third medical opinions (at the employer's expense), have periodic recertification, and provide periodic reports

during the employee's leave regarding the employee's status and intent to return to work. A certification form must be submitted by the employee within fifteen (15) calendar days of being asked to do so by the employer. A return to work form from a physician will, in most cases, be required in the case of an employee's serious illness, injury, work-related injury (worker's compensation) or illness which has caused a prolonged absence from work, or if the employee's supervisor reasonably determines, for the sake of safety, that a medical authorization is advisable.

#### Upon Return to Work:

Upon return from WFMLA and/or FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. WFMLA and FMLA leave shall not be counted as absences for disciplinary purposes.

#### Special Rules for Instructional Employees:

An "instructional employee" is an employee whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, and drivers' education instructors. Instructional employees, who request foreseeable medically necessary intermittent or a reduced work schedule for FMLA leave greater than twenty percent (20%) of the work days in the leave period, may be required to:

- a. Take leave for the entire period or periods of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified. It is the responsibility of the employer to determine if a temporary transfer is necessary and/or required.

Instructional employees who request continuous FMLA leave near the end of a semester may be required to extend their FMLA leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter or spring break.

- a. If an instructional employee begins FMLA leave, for any purpose, more than five (5) weeks before the end of a semester, the employer may require that the leave be continued until the end of the semester, if the leave will last at least three (3) weeks and the employee would return to work during the last three (3) weeks of the semester if the leave was not continued.
- b. If an instructional employee begins FMLA leave, for a purpose other than the employee's own serious health condition, during the last five (5) weeks of a semester, the employer may require that the leave be continued until the end of the semester, if the leave will last more than two (2) weeks and the employee would return to work during the last two (2) weeks of the semester.

- c. If an instructional employee begins FMLA leave, for a purpose other than the employee's own serious health condition, during the last three weeks of the semester and the leave will last more than five (5) business days, the employer may require the employee to continue taking leave until the end of the semester.

Conform to Existing Laws:

This policy does not provide any greater benefits than those provided by the WFMLA and FMLA laws. Any change in either law will impact upon the operation of this policy by modifying its provisions to conform to current law.

**43. MILITARY LEAVE**

Employees shall be granted military leave in accordance with applicable State and Federal laws. Benefits due employees while on military leave will be determined by applicable State and Federal laws and only those benefits as required by such laws will be provided.

**44. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The employee assistance program (EAP) is a voluntary access program available to District employees and their families. The EAP helps in the prevention, identification, and resolution of issues including, but not limited to, relationships, child/family concerns, legal issues, caring for aging parents, and balancing work and family. To reach the EAP service in the District, an employee should contact the Director of Human Resources, his/her supervisor, or via the staff EAP link on the District website.