

Certified Personnel Handbook

Flowing Wells School District

2016-2017

VISION

*Setting the Pace for
EXCELLENCE*

MISSION

The Flowing Wells School District consistently strives for educational excellence in preparing students for life after graduation.

STUDENT CENTERED

We will make all decisions in the best interest of students.

INTEGRITY

We will be fair, ethical, and honest.
We will do what we say and say what we do.

QUALITY FOCUSED

If it is worth doing, it is worth doing well.
Everything we do, we will strive to do it well.

BALANCED

We will encourage students, families, and employees to strive for balance in their lives.

Flowing Wells School District
Certified Salary Compensation Plan and Employee Benefits Summary
2016 – 2017 School Year

Degree	Base + Override*	301 Monies	Total Salary
BA	\$31,551	\$2,805	\$34,356
MA	\$33,621	\$2,805	\$36,426
Ed.S	\$35,690	\$2,805	\$38,495
Ed.D	\$36,214	\$2,805	\$39,019

*Override amount is \$400.

First full-year contract requires four (4) days of teacher induction.

Benefits Summary

Performance Pay Plan: \$2,375 maximum possible benefit.

Paid Leave: 10 days (80 hours) of Sick Leave each year, 4 (32 hours) of which can be used as Personal Leave.

Professional Growth: Advancement of salary by \$250 for each block of 6 credits. Under the Salary Advancement Plan, courses are approved prior to enrollment. Receipt of an official transcript substantiating satisfactory completion according to District Policy is required.

Additional Earning Power: Additional compensation will be paid for special activity assignments in accordance with the Special Activity Compensation (SAC) schedule.

Major Medical and Hospitalization Insurance: The district contributes \$4,331 annually toward the medical option you choose. Employees enrolled in health insurance have free access to Teledoc a 24/7 telephone and video doctor consultation with a Board-Certified physician.

Dental Insurance: The district contributes \$102 annually toward the dental option you choose. This will cover 100% of the least expensive option.

Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance: The district provides a \$25,000 term life insurance policy at no cost to employees.

Employee Assistance Program: Confidential counseling and referrals for employees and family members at no cost to employees.

Short Term Disability Income Insurance: Short Term Disability (STD) is designed to provide two-thirds of your monthly salary should you become disabled as the result of sickness or injury. Benefits would begin on the 61st day.

Additional Optional Benefits

Vision Insurance: Available at the full premium cost to employees.

Flexible Benefits: Provides pre-tax savings for medical, dental, and vision expenses.

Deferred Compensation Plan: An opportunity to participate in tax-deferred Internal Revenue Code Sections 403(b) and 457(b) compensation plan.

Supplemental Term Life Insurance: Employees can purchase additional life insurance for themselves, spouse, and their children.

Short Term Disability Income Insurance Buy-Up Option: Employees can “buy-up” short term disability insurance. Benefits would begin on the 15th day.

Critical Illness/Cancer/Accident Insurance: Employees can purchase supplemental insurance to help pay benefits medical insurance may not cover.

1. The District reserves the right to compensate employees in excess of this salary schedule.
2. This benefit summary provides a very brief description of insurance products and is not an insurance policy.
3. Flowing Wells School District reserves the right to expand, cancel, or modify at any time the benefit programs described.

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INTRODUCTION

It is the responsibility of each certified staff member to review this handbook. It contains many of the personnel policies that are often used by staff. However, it is only a guidebook to policy and not all inclusive of any policy or policies. All staff members are expected to thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained within the policies of the Governing Board. Since all policies are subject to revision by the Governing Board during the school year, refer to the **Flowing Wells Policies and Procedures** manual, your supervisor, Human Resources, or the District website for additional information.

This handbook shall be revised and updated each year. Please feel free to make suggestions as to additional information that might be included prior to its next publication.

If we can be of assistance at any time in personnel policy interpretation, please do not hesitate to contact Human Resources.

A handwritten signature in blue ink that reads "René M. Ground". The signature is written in a cursive, flowing style.

René M. Ground, Ed.D.
Assistant Superintendent

EQUAL OPPORTUNITY IN FLOWING WELLS SCHOOL DISTRICT SCHOOLS

Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973 carry the notice requirement requiring the Flowing Wells School District (FWSD) policy of nondiscrimination.

FWSD is committed to a policy of nondiscrimination in relation to race, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin, and disability. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Dr. René Ground
1556 W. Prince Road
Tucson, Arizona 85705
(520) 696-8825
Monday through Friday
8:00 a.m. to 5:00 p.m.

This notice is available from the ADA and Section 504 compliance coordinator in larger print and on audio tape.

NOTICE OF BLOODBORNE PATHOGENS PROCEDURES The Occupational Health and Safety Administration (OSHA) requires that all certificated teachers and administrators, support staff instructional personnel, maintenance personnel, office personnel and food service personnel receive annual training on bloodborne pathogens. In order to meet this requirement, the District requires each employee to annually complete an online safety training program.

Further, in order to prevent, reduce, and minimize exposure to bloodborne pathogens, the following general practices and controls are specified. The supervisor in each department within the school district is responsible for the training and education of his/her employees in regard to the specific tasks and procedures relevant to the job classification.

Universal Precautions

Universal precautions are those precautions that prevent contact or exposure with blood or body fluids; it is assumed that all body fluids are contaminated and infected with bloodborne pathogens.

Work Practice Controls

Hand washing facilities shall be provided for immediate use after contamination. Hands must be washed in the following situations:

- Each time there is skin contact with body fluids
- Before putting on gloves and after the removal of same
- Before and after eating
- After using restrooms
- After handling any potentially infectious/hazardous material

In situations where running water is not available, antiseptic towelettes shall be provided.

Each classroom shall be provided with biohazard bags to be used as deemed necessary. Health Services, as well as Maintenance, should be notified of use.

Disposable sharps shall be discarded into closeable, leak proof containers and labeled as biohazard. Containers shall be kept in the Health Offices at each school and at the district Maintenance/Transportation centers. These biohazard containers shall be emptied as needed by a company contracted by the District to perform this duty.

Any exposure to blood/other body fluids must be reported to the employee's immediate supervisor as promptly as possible.

NOTICE OF DRUG-FREE WORKPLACE—Board Policy GBEC

No employee shall violate the law or District policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol, or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicle used to transport staff members or students to and from school or school activities or on school business. Off school property, the workplace includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the District. In addition, the workplace shall include all property owned, leased, or used by the District for any educational or District purpose.

Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above, shall notify the supervisor within five (5) days thereof that such conviction has occurred. As a condition of employment, each employee shall abide by the terms of the District policy respecting a drug-free workplace. Any employee who violates this policy in any manner is subject to discipline, which may include, but is not limited to, dismissal.

EXCEPTION: An employee may use, possess, and/or be under the influence of medication for proper medical purposes. If an employee must use or be under the influence of any medication for medical purposes while on duty, on school property, or at a school-related event away from school property, the employee must report such use or being under the influence to his/her immediate supervisor upon reporting for work.

ABSENCES REPORTING

An electronic request made in Munis Employee Self-Service (ESS) must be submitted for prior approval for sick leave, personal leave, professional leave, and other leave. In the case of illness, an employee must notify his/her principal (or director) as soon as possible that he/she is unable to report to work. Requests for bereavement leave must be submitted on a Personnel action Request (PAR) form. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return. In some cases, an employee may be required to provide written verification of an absence.

ACCIDENTS WHILE ON DUTY

All employees have a responsibility to maintain safe conditions in their work areas as part of the normal work routine. Actions such as not leaving drawers open, not climbing on chairs or unstable ladders, and using caution when opening doors that swing out all help avoid accidents. If an accident occurs while an employee is on duty, he/she is protected under worker's compensation insurance. Any injury sustained on school property, no matter how minor, must be reported to the principal or supervisor who will document it. An employee is not eligible for compensation if the accident is not reported. If the injury requires first aid treatment, the employee should report to the health office at his/her assigned school or to the health office at the District school closest to the employee's location. Questions or concerns about safety and worker's compensation should be directed to the Chief Financial Officer, ext. 8828.

ARIZONA CERTIFICATION

All certified employees must have a current, valid Arizona certificate, properly recorded with the Pima County School Superintendent's office, on file in the Flowing Wells Human Resources Office. An employee cannot be placed on the payroll until this is completed.

BOARD MEETINGS

Employees may be expected to attend, upon the request of the Superintendent, Governing Board study sessions, and Governing Board meetings outside of the regular school day. Usually there is no additional remuneration for the professional contribution of time.

COMPLAINTS AND GRIEVANCES

In order to provide a means to effectively resolve any complaints or disputes an employee may personally have, a formal grievance procedure has been established. The guidelines for filing a grievance are stated in the District's Policies and Procedures Manual, GBK. Before filing a formal written grievance, the grievant must attempt to resolve the matter by one (1) or more informal conferences with his/her immediate supervisor.

CONTRACT RENEWALS

Teaching contracts are offered by the Governing Board as early as possible in the spring. Teachers are required to sign and return the contract within fifteen (15) business days after it is available for receipt. Notice of the Board's intention not to re-employ a teacher is to be given in writing to the teacher involved and shall include the reasons for the decision.

DIGITAL COMMUNICATIONS AND ELECTRONIC DEVICES

Social media is the use of web-based and mobile technologies to communicate through interactive dialogue. Social media technologies include but are not limited, to blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, voice over IP (VoIP), Facebook, LinkedIn, My Space, Twitter, You Tube, and any successor protocol to transmit information. Mobile technologies are any devices that: transmit sounds, images, texts, messages, videos, or electronic information; electronically records, plays, or stores information; or accesses the Internet, or private communication or information networks. Current examples are Smartphones such as BlackBerry, Android, iPhone, and other such mobile technologies and subsequent generations of these and related devices.

The Governing Board recognizes how web-based and mobile technologies are fundamentally changing opportunities to communicate with individuals or groups and how their use can empower the user and enhance discourse. The Board equally recognizes that the misuse of such technologies can be potentially damaging to the District, employees, students and the community. Accordingly, the Governing Board requires all employees to adhere to adopted policies and to utilize digital communications and electronic devices in a professional manner at all times.

The Board establishes the following parameters:

District employees

A. shall adhere to all Governing Board policies related to technologies including but not limited to the use of District technology, copyright laws, student rights, parent rights, the Family Educational Rights and Privacy Act (FERPA), staff ethics, and staff-student relations;

B. is responsible for the content of their posting on any form of technology through any form of communication;

C. shall only use District controlled and approved technologies when communicating with students or parents;

D. shall ensure that technologies used to communicate with students and District staff is maintained separate from personal technologies used to communicate with others;

E. shall not use District owned or provided technologies to endorse or promote a product, a cause or a political position or candidate;

F. in all instances must be aware of his/her association with the District and ensure the related content of any posting is consistent with how they wish to present themselves to colleagues, community members, parents and students;

G. shall not use District logos or District intellectual property without the written approval of the Superintendent;

H. shall use technologies to enhance and add value to communications with all recipients and be respectful of those with whom they communicate;

I. shall immediately report all misuse or suspected misuse of technology to their direct supervisor/administrator who in turn will immediately report to the Superintendent;

J. shall comply with all applicable records management parameters established by Arizona State Library, Archives and Public Records.

The Superintendent shall communicate the above to all employees of the District at the beginning of each school year and to newly hired employees as part of the hiring process.

The Superintendent shall establish which technologies are approved for use by employees to communicate with parents and students. Approved technologies shall be communicated to the Board and employees prior to the start of every school year, to newly elected Board members prior to taking office, and to newly hired employees as part of the hiring process.

The Superintendent shall determine which records retention and management guidelines as established by the Arizona State Library, Archives and Public Records are applicable to this Board policy and communicate these guidelines to the Board and employees prior to the start of every school year, to newly elected Board members prior to taking office, and newly hired employees as part of the hiring process.

Violations of this policy may result in disciplinary action up to and including termination and may constitute a violation of federal or state law in which case appropriate law enforcement shall be notified. The Superintendent shall report violations of this policy to the Board and shall make reports to the appropriate law enforcement agency when determined necessary

EMERGENCY SUBSTITUTING

In cases of an emergency, teachers are expected to substitute during their planning periods and will be eligible for reimbursement at the established hourly class coverage rate.

EMPLOYEE ASSISTANCE PROGRAM

The District has initiated an Employee Assistance Program as a benefit for all Flowing Wells employees. Please contact Jorgensen Brooks 1-888-520-5400/520-575-8623 or visit www.jorgensenbrooks.com (access code: jorgensenbrooks) for resources and information on issues including stress, family/parenting concerns, anxiety/depression, anger management, alcohol and substance abuse problems, and marital/relationship concerns.

FAMILY MEDICAL LEAVE ACT

Subject to certain conditions, any eligible employee of the District may take up to twelve (12) weeks of leave (FMLA leave) during a “rolling” twelve (12) month period measured backward from the date that employee uses any FMLA leave for

any one (1) or more of the following reasons:

- Because of the birth of a child of the employee and in order to care for such child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

An eligible employee is one who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the FMLA leave is to commence. See Policy GCCC in the District's Policy and Procedure Manual for qualification criteria and details.

HARASSMENT

It is the policy of the District to maintain a learning environment that is free from harassment because of an individual's race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability or sexual orientation. The District prohibits any and all forms of harassment because of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability or sexual orientation.

It shall be a violation of District policy for any student, teacher, administrator, or other school personnel to harass a student or staff member through conduct of a sexual nature, or regarding race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability or sexual orientation, as defined by this policy.

It shall be a violation of District policy for any teacher, administrator or other school personnel to tolerate harassment because of a student or staff member's race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ethnicity, disability or sexual orientation, as defined by this policy.

The District will act to promptly investigate all complaints, either formal or informal, verbal or written, of harassment because of race, color, religion, sex,

sexual orientation, gender identity, gender expression, national origin, ethnicity, disability or sexual orientation; to promptly take appropriate action to protect individuals from further harassment; and, if it determines that unlawful harassment occurred, to promptly and appropriately discipline any student, teacher, administrator, or other personnel who is found to have violated this policy and/or take other appropriate action reasonable calculated to end the harassment.

INSURANCE

Major Medical and Hospitalization Insurance – The District will contribute an approved amount toward major medical insurance for each employee.

Term Life Insurance - \$25,000 term life insurance shall be provided by the District.

Dental Insurance – The District will contribute an amount of money equal to 100% of the premium cost for the employee for the least expensive dental program offered by the District.

Vision Care Insurance – Employees are eligible to participate in a voluntary vision care insurance program at the sole expense of the employee.

Voluntary Life/ Income Protection/Short Term Disability/Accident/Critical Illness Insurances– Employees are eligible to participate in these voluntary insurance programs at the sole expense of the employee.

Note - Employee’s premium cost for Medical, Dental, and Vision insurance will be deducted on a pre-tax basis unless a written request not to is submitted to the Payroll Office by August 15.

Flexible Spending Plan – Employees are eligible to participate in the pre-tax Flexible Spending Plan for out-of-pocket health insurance and child/dependent care expenses. Participation in this plan reduces taxable income and is strictly voluntary. Enrollment deadline is June 15.

Income Protection/Short Term Disability – An income protection plan is provided commencing on the 61st day of disability, due to health or accident, in the amount of two-thirds (2/3) of the employee’s current salary.

Please Note: Certified employees become eligible for insurance benefits the first

(1st) of the month following thirty (30) days after date of hire. For information regarding insurance benefits under the Consolidated Omnibus Reconciliation Act (COBRA), see section on COBRA.

JOB OPENINGS

Human Resources shall provide notice when a job opening occurs. Positions will typically be advertised for a minimum of three (3) days except in the case of an emergency. An employee wishing to be considered for a posted position may do so by completing the job application process as an internal candidate.

KEY POLICY

Keys to school district property or premises are issued to employees for official school business only. An employee shall not loan or make keys available to any other person without the express written permission of his/her supervisor. Any lost key should be reported **immediately** to both the Director of Maintenance and The Superintendent's Office. Violations of this policy may comprise willful and negligent misconduct and key replacement, regardless of whether the lock cylinders have been changed or not, is subject to a minimum charge of twenty five dollars (\$25.00) per key. In cases where more than one (1) lock must be changed, the cost of labor and materials will be taken into consideration in computing the final charge.

LEAVES AND ABSENCES

Bereavement Leave

With the approval of his/her supervisor, a certified staff employee may be absent for a period of up to five (5) days with full pay (on each occasion) in the case of a death of a relative or family member. For purposes of this policy, relative or family member includes spouse, child, mother, father, brother, sister, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchild, spouse's grandchild, step-mother, step-father, mother-in-law, father-in-law, daughter-in-law, son-in-law, and step-child. These days are not deducted from accumulated sick leave. Up to an additional five (5) days, which are deducted from accumulated sick leave, may, in the discretion of the Superintendent of Governing Board, be granted for extended travel. With the approval of the supervisor, a certificated employee may be absent up to three (3) days in case of the death of an aunt, uncle, niece, nephew, or cousin. These days are deducted from accumulated sick leave.

Critical Illness

Critical illness leave is available in the event of a serious illness to an employee's family. For the purposes of this policy, "immediate family" is defined as the employee's spouse, child, mother, father, mother-in-law, father-in-law, step-mother, step-father, step-child, grandchildren, and grandparents. Up to ten (10) days of critical illness leave will be available to employees in addition to family illness leave (see **Personal Illness Leave**.) Such leave **shall be deducted** from the employee's accumulated personal illness leave. Verification with a physician's statement may be required.

Jury Duty

If an employee serves jury duty, he/she will be continued on District payroll but may not earn more than one hundred percent (100%) of his/her school district salary, including jury duty payment, while rendering this community service. When jury pay is received, an employee must then submit his/her own personal check of an equivalent amount (minus mileage) to the Payroll Department.

Maternity/Paternity Leave

A. *Maternity Disability*

Certified personnel who become pregnant shall be eligible for a maternity disability leave of absence that is reasonable and congruent with other medical disabilities. Maternity disability is defined as that period of time where a female employee is not able to perform duties due to her giving birth to a child. For purposes of this policy that period is defined as two (2) weeks before and six (6) weeks after the birth of her child unless unusual medical conditions dictate a different period of time. During this time, all benefits available to regular full-time employees are in effect.

B. *Maternity Leave*

Additional maternity leave for parenting may be granted to the employee at the discretion of the Governing Board. The term of maternity leave for parenting may, at the Board's discretion, be up to twelve (12) months. Such leave shall normally be for no more than twelve (12) months duration, unless a certificate is provided from a physician indicating medical or physical disabilities that would impede the employee from carrying out the duties and responsibilities of the position. The District and the employee may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. The employee must advise the District by March 1st of her intention to return for the next school year. Employees on

maternity parenting leave will be provided the same opportunities available to any other employee on regular authorized leave. This does not include payment of insurance, tuition, or any other benefits by the District; however, the employee will be provided the opportunity to purchase District insurance benefits at her own expense. Time used for parenting leave does not count as a year of service for longevity purposes; however, all rights are preserved for the employee upon her return.

C. Paternity Leave

Paternity leave for parenting for a teacher is available based upon the same rationale as the maternity leave for parenting policy. In addition to the above, a male certified employee shall be granted one (1) day of paid family illness leave on the day of the birth of his child, and he shall be granted one (1) day of paid family illness leave when the mother and/or the child leave the hospital. These days will be deducted from accumulated personal illness leave.

Military Leave

See Board Policy GDCD.

Personal Leave

Personal leave will be extended to certified personnel under the following conditions:

Four (4) days of discretionary personal leave will be granted to all certified employees. These personal leave days may not be accumulated beyond a current contract year, and if used, **will be** deducted from personal illness leave.

Five (5) days of discretionary personal leave will be granted to all certified employees, who have completed ten (10) or more years of service with the District. These days may not be accumulated beyond a current contract year, and, if used, **will be** deducted from accrued personal illness leave. For certified employees who have completed fifteen (15) or more years of service with the District, the **first (1st)** day of discretionary personal leave used **will not** be deducted from personal illness leave.

An additional day of personal leave is available for religious holidays upon the employee's request.

Additional personal leave may be available under special circumstances, by authorization of the Superintendent.

Reason for taking personal leave need not be stated. However, an electronic request made in Munis Employee Self-Service (ESS) must be submitted and approval granted by the school principal at least three working days prior to the date of personal leave.

Personal leave may not result in more than five percent (5%) of a staff being absent any given day at any given school.

Personal Leave for Emergencies

Personal leave may be granted for up to five percent (5%) of the employees at each site on the day before or after a holiday for emergencies, unavoidable events as defined as conditions beyond your control, such as a returning flight that gets snowed in, and other instances to include religious events (wedding, anniversary, baptism/christening, bat/bar mitzvah, funeral, confirmation, first communion, catechization, quinceñera, etc.) and reunions.

Personal Illness Leave

Sick leave for certificated personnel is a designated amount of compensated leave that is to be granted to a staff member who, through personal or family illness, injury, or quarantine, is unable to perform the duties assigned. Family, for purposes of sick leave, shall include the employee's family and other dependents living in the same domicile as the employee. Family illness, for purposes of sick leave, shall not exceed a period of five (5) days unless an approval is granted by the Superintendent. Sick leave may include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days. Each staff member shall be credited with a sick leave allowance at the rate of one (1) days per month up to ten (10) or twelve (12) days, determined by the number of months employed. The unused portion of such allowance shall accumulate indefinitely. When a staff member exhausts all days of accumulated sick leave, an unpaid leave of absence must be requested, pursuant to District policy. Sick leave of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month.

Upon request, the staff member shall inform the Superintendent of the following: purpose for which the sick leave is being taken; expected date of return from sick leave; where the staff member may be contacted during the leave. Sick leave is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at

home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner (with verification required if requested by the Superintendent). The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine (1) whether or not the continued use of sick leave is appropriate or (2) whether return to duty is appropriate.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal. A signed physician's statement may be required as verification of personal illness absence at any time.

Employees who have used all their accumulated sick leave will be taken off payroll after the last day of accumulated sick leave is taken. Employees will be placed back on payroll the day of their return to work. If the employee is exceeding accumulated sick leave prior to a paid holiday, the employee will not be paid for the holiday.

Religious Holidays Leave

If an employee is absent due to the observation of special religious holidays, the absence may be deducted in one of the following manners: (a) personal leave as authorized by policy; (b) working an equal amount of compensation time during the same payroll period; or (c) authorizing that the daily substitute rate be deducted from the employee's salary.

Medical Leave Assistance Program

Employees who have depleted their accrued sick and vacation leave as a result of serious illness or injury, either personally or in the immediate family, may request access to the Medical Leave Assistance Program by submitting a letter to Human Resources, asking to receive donations of sick leave from other employees so they may receive income during the period of serious illness or injury.

Each fiscal year (July 1 – June 30), the donor employee may donate a maximum of five days sick leave if he/she has (30) or more days of accumulated leave, a maximum of four days if he/she has (25) days, a maximum of two days if he/she has (20) days, and may donate his/her maximum for no more than (3) years.

All donated days are prorated according to the FTE status of the donating

employee.

All donated leave becomes the property of the receiving employee until the end of the fiscal year in which the leave is requested, at which time it will be eliminated from the employee's accrued sick leave. All unused leave will not be returned or reimbursed to the donor employee. Days of leave, not the actual wage of the donor employee, will be donated. Donations will not be allowed to be made to the employee's immediate supervisor. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage. For the purpose of this policy, immediate family is defined as the employee's spouse and the children and parents of the employee or spouse.

Information regarding employees who transfer accrued sick leave days in response to a Medical Leave Assistance Program Request will remain confidential and will not be revealed to the recipient.

Sabbatical Leave

Sabbatical leave for the purpose of engaging in professional study may be granted to professional employees who have completed seven (7) continuous years of service in the Flowing Wells School District, as provided in Arizona Revised Statutes 15-510. For more information, see Board Policy GCCF.

Travel/Study/Secondment Leave

Employees may be granted leaves of absence for the purpose of educationally related travel, study, or approved assignment outside of the district. For more information, see Board Policy GCCI.

Unauthorized Leave

Unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of personal illness leave, unauthorized use of other leave benefits, non-attendance at required meetings, and failure to perform supervisory functions at school-sponsored activities. An employee is deemed to be on unauthorized leave at such time and on such occasions as the teacher may absent himself/herself from required duties. For more information, consult the District's Policies and Procedures manual.

LENGTH OF WORK DAY

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s)

they are scheduled to leave. The Superintendent may alter or extend the school day for meetings, special events, and activities.

Professional staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned. Family members are not allowed in teacher work areas during scheduled duty hours.

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly. Teachers will perform duties other than classroom teaching. Extra duty assignments will be made by the Superintendent.

LONGEVITY

Certificated employees who were hired before July 1, 2015 **completing** ten (10) years in Flowing Wells will receive a longevity increase of five hundred dollars (\$500.00) with their eleventh (11th) year contract and thereafter. Certificated employees **completing** fifteen (15) years in the District will receive a longevity increase of one thousand dollars (\$1,000.00) with their sixteenth (16th) year contract and thereafter. Certificated employees **completing** twenty (20) years in the District will receive a longevity increase of one thousand four hundred dollars (\$1,400.00) with their twenty-first (21st) year contract and thereafter. Certificated employees hired on or after July 1, 2015 are not eligible for these longevity increases.

SPECIAL ONE TIME LONGEVITY STIPENDS

An employee who has completed twenty-one (21) years in the District will receive a one-time only stipend equal to twelve percent (12%) of the employee's salary, with the twelve percent (12%) one time only stipend to be paid during the employee's twenty-second (22nd) year contract (or in a fiscal year thereafter if mutually agreed between the employee and the District as set out below). An employee who has completed twenty-four (24) years in the Flowing Wells School District will receive an additional one time only stipend equal to three percent (3%) of his or her salary, with this additional three percent (3%) one time only stipend to be paid during the Employee's twenty-fifth 25th year contract (or in a fiscal year thereafter if mutually agreed between the employee and the District as set out below).

An employee has the option of requesting that either or both of the Special One Time Longevity Stipends referenced above be deferred such that the payment occurs in a contract year other than contract year twenty-two (22) or contract year twenty-five (25), as applicable. Payment deferral requires the mutual agreement of the employee and the District. An employee must notify the District by March 1 of the fiscal year preceding the fiscal year payment is to be made if he or she desires to have a stipend deferred to a subsequent fiscal year (i.e., other than year twenty-two (22) or year twenty-five (25) as applicable). A mutual agreement must be signed by the employee and the District each year in order to defer payment of either or both of the Special One Time Longevity Stipends. To apply for payment deferral, the employee must submit a Personnel Action Request form to Human Resources on or before March 1 of the fiscal year prior to the fiscal year payment is to be made, which timeline will be strictly enforced.

For the purpose of this Policy, the term salary is defined as the employee's base plus override plus longevity for the contract year during which the employee receives payment of a Special One Time Longevity Stipend.

An employee qualified to receive a Special One Time Longevity Stipend shall designate a beneficiary to receive any unpaid portion of the stipend in the event that, after such stipend is earned, the employee dies prior to receiving the full stipend amount.

An employee who is a "late hire" (i.e., begins work after the first day that such employee would normally begin work in the position the employee holds) is entitled to receive one (1) year of service toward the Special One Time Longevity Stipends referenced by this policy if and only if the employee is hired prior to January 1 of that fiscal year.

Unpaid leaves of absence shall not be counted as years of service for the purpose of this Policy. Sabbaticals are viewed as paid leaves and will be counted as years of service for purposes of this policy.

An employee who has one (1) or more years of service with the District as a part time employee (i.e., less than one hundred percent [100%] FTE), shall receive one (1) year of credited service for every year of full time or part time employment, but any Special One Time Longevity Stipend earned by the employee shall be reduced in a proportional fashion to account for the part time employment. Examples of proportional reductions for periods of part time employment can be

reviewed in the District's business office.

Notwithstanding anything to the contrary above, an employee who has received, or remains eligible to receive, benefits pursuant to the District's rescinded early retirement incentive policy shall not be entitled to receive the Special One Time Longevity Stipends referenced by this policy. Acceptance by an employee of any Special One Time Longevity Stipend referenced by this policy shall be deemed a conclusive determination that the employee is not eligible to receive benefits under the District's rescinded early retirement incentive policy.

This policy may be amended or repealed, in whole or in part, by the Governing Board at any time and without prior notice to District employees, subject only to employees who, prior to such amendment or repeal, have completed the required years of service to qualify for one of the Special One Time Longevity Stipends.

NOTARY PUBLIC

Notary Public services are available free of charge to employees of the District. There is a Notary Public in the Superintendent's Office, Human Resources, Exceptional Student Services, Flowing Wells Junior High Office, Flowing Wells High School Office, and some elementary schools.

OUTSIDE EMPLOYMENT

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employee's performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may: prevent the employee from performing assigned responsibilities in an effective manner; be prejudicial to proper effectiveness in the position or compromise the District; or raise a question of conflict of interest—for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position.

Employees who violate this policy are subject to reprimand, suspension, or termination.

PAY PERIODS

Pay periods close approximately one week prior to pay date. Teachers (except for those on extended contracts) will be given three (3) options for how their pay may be distributed:

Option #1 – Twenty-one (21) pay option. Insurance and Tax Sheltered Annuities will be deducted from twenty-one (21) pays.

Option #2 – Twenty (20) pay with lump sum option. Salary is divided by twenty-six (26) pays with a final lump sum paycheck in May equal to six (6) paychecks. Insurance and Tax Sheltered Annuities will be deducted from twenty-one (21) pays.

Option #3 – Twenty-six (26) pay option throughout the twelve (12) month period. Insurance will be deducted from twenty-six (26) checks and Tax Sheltered Annuities will be deducted from twenty-one (21) pays. Employees must participate in the direct deposit payroll process to be eligible for this payment option.

PAYROLL DEDUCTIONS AND TAXES

Federal and Arizona income taxes, Social Security (OASI/FICA), and employee contributions to the Arizona State Retirement System (ASRS) will be deducted as mandated by state and federal statutes. All other deductions must be authorized by the Board and the employee unless ordered by a court of competent jurisdiction.

PERSONAL PROPERTY

The District shall not assume any responsibility for the loss of, or damage to, personal property stored, installed or used on school premises. Employees who wish to use personal items are required to receive authorization for use in writing from the Superintendent and to provide the District with a *Hold Harmless* agreement, which relieves the school district of any assumption of liability for the use of such personal equipment or items.

PERSONNEL FILES

The District will maintain a complete and current official personnel file for each District employee. Employees will be advised of, and will be permitted to review and comment on, all information of a derogatory nature to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.

PROFESSIONAL GROWTH

Salary credit may be granted for any approved professional activity that will contribute to the improvement of an employee's performance of duties in his/her present assignment.

A request for approval must be submitted on a Professional Growth Request (PGR) form and approved at least **thirty (30)** days prior to enrollment in any course, program, or professional growth activity in order to be considered for salary credit. Substitutions, changes, or course withdrawals after submitting a PGR form requesting approval must be reported on a new PGR form.

Salary advancement may be requested for each six (6) credits of approved professional development activities. For non-college coursework such as workshops and conferences, fifteen (15) contact hours equal one (1) credit. In-District staff development courses taken outside the school day, and not compensated in any other way (i.e. salary), may be used toward advancement on the professional growth compensation plan.

No salary advancement credit shall be given for college coursework where less than a grade of C is earned.

When salary advancement is requested as a result of completing six (6) approved credits, this request must be documented by an official transcript (or certificate of completion) submitted to the Human Resources Office.

A maximum of six (6) units of credits per semester or summer school session may be considered for salary advancement.

Official transcripts (or certificates of completion) must be submitted within one (1) calendar year of the date of course completion in order to be considered for salary advancement.

For certificated employees: Salary advancement will be in the form of an increase in his/her base pay based on a uniform rate in accordance with the current compensation plan for certificated employees. If the required documentation is received in the Human Resources office prior to April 15 of the current school year, the salary advancement for that year will be included in the employee's balance of contract check. If the required documentation is received prior to July 15, the salary advancement will be added into the employee's contract amount for the next school year. If the required documentation is received after July 15, the salary advancement will be paid balance of contract for the next school year. Curriculum work completed by certificated employees, authorized and approved by the Superintendent or his/her designee prior to the commencement of the work, may be eligible for salary credit in lieu of curriculum rate compensation at the rate of one (1) unit of credit for each thirty (30) documented hours of curriculum work.

Enrollment fees may be paid by the District for any course work that is taken at the direction of the Superintendent or his/her designee.

If course enrollment fees are paid by the District, salary advancement shall not be granted for the courses.

When enrollment fees are paid by the District, verification of courses taken and passed successfully with at least a C grade must be by official transcript and received in the Human Resources Office by October 1 for courses taken during the spring and summer sessions and March 1 for courses taken in the fall. Failure to provide official verification by these dates will obligate the employee to reimburse the District for tuition paid prior to the end of the current contract year. Should an employee fail to complete course requirements or receive a grade of D or F for a course(s) for which the District has provided enrollment fees, the District shall be reimbursed the enrollment fees prior to the end of the current school year. An employee who fails to complete requirements for a course may elect to repeat the course and pay enrollment fees him/herself in lieu of reimbursement to the District. The course must be taken at the next available opportunity the course is offered unless delayed with administrative approval.

If an employee is not offered or does not accept an employment agreement for the following school year, the District will not be responsible for previously approved professional growth credit of any type during the summer.

National Board Certification for Teachers (NBCT)

Teachers who achieve National Board Certification for Teachers (NBCT) are eligible for a \$2,000 annual stipend upon submission of official documentation of current NBCT status. Teachers pursuing NBCT are eligible for up to two (2) paid professional release days per year for a maximum of two (2) years, upon approval of the Principal and Assistant Superintendent for Human Resources. District financial support may be available for NBCT renewal.

PURCHASING PROCEDURES

When making a purchase for the District, a valid purchase order is required prior to placing an order for goods or services. A District purchase order is the only official authorization to a vendor to provide goods or services. To avoid assuming the costs for these items, employees are directed to follow the procedure outlined above.

RESIGNATION

Upon voluntary termination of employment with Flowing Wells Schools after ten (10) or more years of service, a certificated employee shall be paid for each day of personal illness leave accrued, up to a maximum of two hundred (200) days, according to the following schedule (one [1] day is defined as eight [8] hours):

10 or more years of employment = \$35.80 (prorated)

20 or more years of employment = \$44.78 (prorated)

30 or more years of employment = \$59.71 (prorated)

Upon termination of employment, an employee and his or her dependents who are enrolled in the District's group health plan may be eligible for continued coverage under the plan at group rates for up to eighteen (18) months COBRA. The employee and/or his or her dependents must pay the full cost of the premium and also may be required to pay an administrative charge of no more than two percent (2%) of the premium.

RETIREMENT/RE-EMPLOYMENT

Retirement Checklist:

Submit PAR for anticipated retirement date, payment for unused vacation and sick leave.

Schedule/Attend State Retirement Seminar.

Schedule/Attend individual meeting with State Retirement official.

Re-employment

Retirees will qualify for re-employment in Flowing Wells School District based on the Arizona State Retirement System (ASRS) regulations and at the discretion of the Superintendent, based on district needs and individual employee qualifications. Retirees must meet normal retirement requirements. To return to full-time employment, retiree must be terminated from employment for a minimum of twelve (12) months. Retiree may return to part-time employment without this requirement. (Please contact ASRS for details.)

SERVICE INCREMENT

Service increments for employees on leaves of absence for less than a full contract year will be prorated according to the number of days they were on payroll. This includes time on payroll while using accrued personal illness leave. Service increments for employees who are on leaves of absence for a full contract year will be equal to the increment established during the year of their absence. Service increments for employees on sabbatical leave will be one-half (.5) of the increment established for the year of their return to the District.

STATE RETIREMENT PLAN

Employees working twenty (20) or more hours per week are required by Arizona State Law to participate in the State Retirement Plan. Each employee receives a yearly statement from ASRS summarizing the amount of his/her contributions and the interest earned.

If an employee terminates employment, he/she may choose to do any of the following with his/her ASRS account:

- Leave the money on deposit with the ASRS until retirement age is reached. His/her money will continue to accrue interest as long as it stays on deposit.
- Roll over his/her ASRS funds to another qualified account.
- Withdraw his/her ASRS funds.

Please note that members who choose to withdraw their funds forfeit all rights to future benefits, including Long Term Disability and group health coverage. Additionally, withdrawals may be subject to state and federal taxes, as well as early withdrawal penalties. The ASRS strongly recommends that members consult a tax advisor before closing their ASRS account.

www.azasrs.gov

**4400 E Broadway Blvd, Suite 200 Tucson, AZ 85711
(520) 239-3100**

SUPERINTENDENT'S TEACHER ADVISORY FORUM (S.T.A.F.)

The Superintendent's Teacher Advisory Forum (S.T.A.F.) meets monthly with the Superintendent to discuss ideas of mutual concern to the school district. Many ideas, suggestions, and concerns (such as issues dealing with class size, planning time, staff meetings, etc.) will be directed to S.T.A.F. for direct communication with the Superintendent by teachers representing their sites. For suggestions or concerns, please contact the S.T.A.F. representative.

TAX SHELTERED ANNUITY PLAN

District employees are eligible to participate in a tax sheltered annuity plan. It allows employees to defer paying income tax on that portion of income set aside for the plan. Any company registered and licensed in Arizona and approved by the Governing Board (up to twenty [20] companies) may offer annuities. An employee should make arrangements with his/her company representative. An employee must contact the Payroll Office to sign a request to amend his/her salary reduction agreement by the appropriate amount. Enrollment deadline for changes or start-ups is June 15 for twelve (12) month employees and August 15 for (ten) month employees. The midyear deadline is December 15. Employees may discontinue TSA withholdings at any time during the year.

TEACHER ADVOCATE

A teacher advocate/representative may be present during any conference with administration and may comment or ask questions at the end of such meetings. The advocate is appointed by an official teacher representative organization.

TEACHER EVALUATION

The Evaluation Instrument shall determine a teacher's Overall Evaluation Classification, which may be Highly Effective, Effective, Developing, or Ineffective. A teacher's Overall Evaluation Classification is determined by combining the teacher's Professional Teaching Standards Component outcome/score (representing 67% of the overall Evaluation Instrument's outcome/score) and the teacher's Student Academic Progress Component outcome/score (representing 33% of the overall Evaluation Instrument's outcome/score).

For detailed information regarding the evaluation system, refer to the "Evaluation for Improvement of Instruction" handbook.

TELEPHONE CALLS

An employee must secure permission from his/her principal or supervisor to make a long distance call using a District telephone.

TRANSFER/REASSIGNMENT

The Superintendent shall have the responsibility for the assignment of all personnel throughout the District. The procedure for assignment and transfer of professional staff members will be based on the needs of the instructional program. In addition, no right to school, grade, or subject assignment shall be inferred from the teacher's contract.

A teacher who has been employed by the District for the major portion of three (3) or more consecutive school years and who is currently designated in the lowest performance classification for two (2) consecutive school years shall not be transferred as a teacher to another school in the District unless the District has issued a preliminary notice of inadequacy of classroom performance and approved a performance improvement plan for the teacher and the Governing Board has approved the new placement as in the best interests of the pupils in the school. Following a transfer under this provision, a teacher who continues to be designated in one (1) of the two (2) lowest performance classifications shall not be permitted to transfer to another school. A teacher shall not be transferred more than once under the provisions of this paragraph.

The transfer of teachers from one school to another school within the District shall take into consideration the needs of the pupils in the District and the current distribution of teachers across all of the four (4) performance classifications adopted by the State Board of Education.

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Transfers will not be approved during the school year unless the needs of the District dictate such approval.

In the case of vacancies in new or existing positions, first consideration will be given to qualified applicants among current employees.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

VACATION

Professional employees entitled by contract to vacation days receive vacation as follows:

- One (1) and two (2) years of service – ten (10) vacation days.
- Three (3) and four (4) years of service – fifteen (15) vacation days.

- Five (5) through ten (10) years of services – twenty (20) vacation days.
- Commencing with the eleventh (11th) year of service – twenty-one (21) vacation days.

Vacation days will be prorated for a partial year of employment. Vacation days will be prorated for a less than 12-month contract.

For the purposes of this policy, full-time is defined as eight (8) hours per day, five (5) days per week, twelve (12) months per year.

Earned vacation must be taken by June 30 of the year following the year in which it is earned or it will be forfeited, unless special arrangements have been made with the employee's supervisor and approved by the Superintendent. A request for vacation must be submitted electronically and approval granted by the employee's supervisor at least three (3) days prior to vacation leave.

If an employee is eligible to receive a paid holiday, the employee must be working or be on paid leave immediately preceding and following a regularly scheduled holiday. Except, if an employee is eligible to receive pay for the first five (5) winter holidays, the employee must be working or on paid leave at least half of the scheduled work days for fall semester; if an employee is eligible to receive pay for the second five (5) winter holidays, the employee must be working or on paid leave at least half of the scheduled work days for spring semester.

An employee cannot elect to defer available paid leave in order to be on paid status before or after a holiday. Employees will be paid all available paid leave before being placed on unpaid leave.

WORKER'S COMPENSATION

If an accident occurs while on duty, employees are protected under Worker's Compensation law. When a job-related injury/accident requires medical attention and absence from the workplace, the District's worker's compensation insurance carrier provides financial benefits of approximately sixty-six and two-thirds (66 2/3%) of the employee's pay rate (calculated by averaging wages for the three hundred sixty-five (365) days prior to the time of injury.) Payments from worker's compensation insurance are exempt from Federal and State income tax, FICA and retirement deductions.

Injured employees may use accrued sick leave during the seven (7) calendar days

(five [5] work days) waiting period required by Worker's Compensation Law. After the waiting period, those employees with accrued sick leave will be able to use one-third (1/3) sick leave day for each day they are out. Employees without accrued sick leave will be taken "off pay" by the District Payroll Office. If the injured employee is off fourteen (14) calendar days or more, he/she will receive payment for the first seven (7) days. The District will not allow duplicate payment from the District and from worker's compensation insurance.

Prior to returning to work, an employee must submit a medical certificate from a licensed health care provider verifying that the employee is able to resume work.

CONSOLIDATED OMNIBUS RECONCILIATION ACT (COBRA)

Health benefit provisions in the Consolidated Omnibus Budget Reconciliation Act (COBRA) allow terminated employees or those who lose coverage because of reduced work hours to buy group coverage for themselves and their families for limited periods of time. If you are entitled to COBRA benefits, you will receive a notice stating your right to choose to continue medical benefits. You have sixty (60) days to accept coverage or lose all rights to benefits.

COBRA contains provisions giving certain former employees, retirees, spouses and dependent children the right to temporary continuation of health coverage at group rates. This coverage, however, is only available in specific instances. Group health coverage is usually more expensive than health coverage for active employees, since usually the employer pays a part of the premium for active employees while COBRA participants generally pay the entire premium. It is ordinarily less expensive, though, than individual health coverage.

Who is Covered?

Employees: If you are an employee of Flowing Wells School District, covered by the Flowing Wells medical benefits plan, you have a right to choose this continuation of coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct).

Spouses of employees: If you are the spouse of an employee covered by the Flowing Wells medical benefit plan, you are a "Qualified Beneficiary" and have the

right to choose continuation coverage yourself if you lose group health coverage under the Plan for any of the following five reasons:

- The death of your spouse;
- The termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
- Divorce or legal separation from your spouse;
- Your spouse becoming entitled to Medicare, or
- The commencement of certain bankruptcy proceedings, if your spouse is retired.

Dependent children: A dependent child of an employee covered by Flowing Wells medical benefits plan is also a "Qualified Beneficiary" and has the right to continuation of coverage if group health coverage under the Plan is lost for any of the following six reasons:

- The death of a parent;
- The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment;
- Parents' divorce or legal separation;
- A parent becoming entitled to Medicare;
- The dependent ceasing to be a "dependent child" under Flowing Wells medical benefits plan;
- A proceeding in a bankruptcy reorganization case, if the parent is retired.

A child born to, or placed for adoption with, the covered employee during a period of continuation coverage is also a "Qualified Beneficiary".

Separate Elections: If there is a choice among classification of coverage under the plan, each of you who are eligible for continuation of coverage are entitled to make a separate election. Thus, a spouse or dependent child is entitled to elect continuation of coverage even if the covered employee does not make that election. Similarly, a spouse or dependent child may elect a different coverage from the coverage that the employee elects.

Your Duties Under the Law

Under the law, the employee or a family member has the responsibility to inform Flowing Wells School District of a divorce, legal separation, or a child losing dependent status under the Plan, within sixty (60) days of the date of the event. In addition, the employee or a family member must inform Flowing Wells School District of a determination by the Social Security Administration that the

employee or covered family member was disabled during the sixty (60) day period after the employee's termination of employment or reduction in hours, within sixty (60) days of such determination and before the end of the original eighteen (18) month continuation coverage period. (See "Special rules for disability" below.) If, during continued coverage, the Social Security Administration determines that the employee or family member is no longer disabled, the individual must inform Flowing Wells School District of this re-determination within thirty (30) days of the date it is made.

Employer's Duties Under the Law

When Flowing Wells School District is notified that a "Qualifying Event" has occurred you will be notified of your right to choose continuation coverage. Under the law, you have at least sixty (60) days from the date you would lose coverage because of one of the events described above to inform Flowing Wells School District that you want continuation coverage.

Choosing Continuation Coverage

If you do not choose continuation coverage within the time period described above, your group health insurance coverage will end.

If you choose continuation coverage, Flowing Wells School District is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. "Similarly situated" refers to a current employee or dependent who has not had a Qualifying Event.

How Long Will Coverage Last?

The law requires that if you lost group health coverage due to a termination of employment or reduction in hours, you and your eligible dependents must be afforded the opportunity to maintain continuation coverage for **eighteen (18) months**. If you lose coverage for any other Qualifying Event, the coverage period is **thirty-six (36) months**. Additional qualifying events (such as death, divorce, legal separation, or Medicare entitlement) may occur while the continuation coverage is in effect. Such events may extend an eighteen (18) month continuation period to **thirty-six (36) months**, but in no event will coverage extend beyond thirty-six (36) months.

Special rules for disability: If the employee or covered family member is disabled at any time during the first sixty (60) days of continuation coverage, the

continuation coverage period is **twenty-nine (29) months** for all family members, even those who are not disabled. The disability that extends the continuation coverage period must be determined by the Social Security Administration. The employee or family member must inform Flowing Wells School District within sixty (60) days of the date of disability determination and before the end of the original eighteen (18) month continuation coverage period. If, during continued coverage, the Social Security Administration determined that the employee or family member is no longer disabled, the individual must inform Flowing Wells School District of this re-determination within thirty (30) days of the date it is made. If an employee or family member is disabled and another qualifying event occurs within the twenty-nine (29) month continuation period, then the continuation coverage period is **thirty-six (36) months** after the termination of employment or reduction in hours.

Continuation coverage may be cut short: The law provides that your continuation coverage may be cut short prior to the expiration the 18-, 29-, or 36-month period for *any* of the following five (5) reasons:

- Flowing Wells School District no longer provides group health coverage to any of its employees;
- The premium for continuation coverage is not paid in a timely manner (within the applicable grace period);
- The individual becomes covered under another group health plan (whether or not as an employee) that does not contain any exclusion or limitation with respect to any preexisting condition of the individual (other than an exclusion or limitation that, after July 1, 1997, does not apply to, or is satisfied by, the individual under the provisions of the Health Insurance Portability and Accountability Act of 1996);
- The individual becomes entitled to Medicare;
- Coverage has been extended for up to twenty-nine (29) months due to disability (see “Special rules for disability”) and there has been a final determination that the individual is no longer disabled.

You do not have to show that you are insurable to choose continuation coverage. However, under the law, you may have to pay all or part of the premium for your continuation coverage. The law also says that, at the end of the 18-, 29-, or 36-month continuation coverage period, you must be allowed to enroll in any individual conversion health plan provided under Flowing Wells School District medical benefits plan (if applicable). **Once your continuation coverage terminates for any reason, it cannot be reinstated.**

COBRA and FMLA

The Family Medical Leave Act (FMLA) requires an employer to maintain coverage under any “group health plan” for an employee on FMLA leave under the same conditions coverage would have been provided if the employee had continued working. Coverage provided under the **FMLA is not COBRA coverage**, and **FMLA leave is not a qualifying event under COBRA**. A COBRA qualifying event may occur, however, when an employer’s obligation to maintain health benefits under FMLA ceases, such as when an employee notified the employer of his or her intent not to return to work. This is a summary of the law and therefore is general in nature. The law itself and the actual Plan provisions must be consulted with regard to the application of these provisions in any particular circumstance. If you have any questions about the law, or if you have changed marital status, or you or your spouse have changed addresses, please notify the Payroll Office at extension 8819.

FLOWING WELLS SCHOOLS

Certified Work Conditions and Benefits Index.

These policies are located in the Flowing Wells Policies and Procedures manual. Copies of the manuals are found in the Principal's Office at each school, at the District Administration Center, and on the District website.

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Staff Complaints and Grievances	GBK
Special Instructional Programs	IHB

SAFETY RULES AND REGULATIONS
CONDITIONS OF WORK
Certified Employees

GENERAL INFORMATION

The purpose of these procedures and regulations is to provide direction for employees in assuring employee safety and well being during employment with the Flowing Wells School District. Employees should check the bulletin board daily, since notices posted there will be of importance.

If an employee is unable to work because of illness or for any other unexpected valid reason, notice must be given to the principal or supervisor by at least 6:30 a.m. of the day missed.

Keep rooms and instructional areas clean and orderly. Instructional materials must be stacked neatly. Discarded paper and waste materials must be placed in receptacles provided for that purpose.

Employees are required to report promptly any change in their address or telephone number to the building principal's administrative assistant and on Munis Employee Self Service (ESS).

Any article lost or found should be reported at once to the principal or supervisor. All articles found on the school premises must be turned in to the principal's office. All lost property delivered to the District and not claimed within a period of six months will be turned over to a charitable organization or otherwise disposed of as determined by district administration.

Employees are not to transport students in private vehicles or in school vehicles unless authorized to do so.

SAFETY RULES

Every employee must fully comply with all safety instructions.

Accidents and injuries must be reported promptly to the principal or supervisor. An adequate program for first aid is maintained to provide necessary attention.

All employees must wear shoes of sturdy construction to afford proper protection for their feet.

Employees must not wear loose clothing or garments, including any hanging jewelry, when working on or near machines or power tools.

Goggles are provided by the District and must be worn at all times when an employee is operating a grinding, polishing, or any other type of machine where particle, chips, or dust are created.

Employees must not clean or adjust their machines while the machine is in motion.

Employees operating power equipment must at all times use the guards provided on the equipment.

Oil waste, trash, food scraps, waste paper, old clothes, etc., is to be placed in containers provided for such purpose. Keep all equipment and facilities clean.

Any dangerous practices, defects in lighting equipment, floors, tools, machines, or other equipment that may cause an injury must be reported promptly to the immediate supervisor.

Employees must learn to lift the proper way to avoid strains and should not attempt to lift or push objects that are too heavy.

Employees must avoid touching any loose or misplaced electrical wires, and be sure to report any such condition to the supervisor promptly.

Employees must not pile material or equipment in front of, against, or on top of the fire apparatus, sprinkler valve housings, electrical equipment, etc. and must ensure that fire lanes, doors, aisles, and stairways remain clear of all obstructions.

Employees must know the locations of fire exits, alarm boxes, firefighting equipment, first aid kits, and first aid assistance. All safety and first aid equipment must be maintained in serviceable condition.

The willful disregard of safety rules shall subject the employee to possible tort liability. If negligence occurs, the employee may be subject to disciplinary action.

SPECIFIC RULES OF WORK

The following rules cover employee conduct. Violations may result in disciplinary action. All employees must become familiar with these rules and to observe them at all times.

Attendance – Working Time. Employees must report to work on time and work their scheduled hours. Repeated tardiness may result in disciplinary action.

Absences. When an employee expects to be absent, the employee must notify the principal or supervisor at least one day in advance. In case of an unexpected absence, the principal or supervisor must be notified promptly and advised of the reason for the absence. Employees are required to notify their principal or supervisor before 6:30 a.m., or such other time as is designated by the District, on any day on which they are unable to work because of illness or for any other unexpected good reason.

Housekeeping. Employees must perform their work with due regard for maintaining their instructional areas in an orderly manner.

Foodstuffs. Employees are not permitted to bring foodstuffs of any kind to instructional areas unless otherwise expressly authorized.

Personal Communication. Personal calls should be confined to lunch time or planning periods.

Destruction of Company Property. Defacing or destroying or willfully neglecting district property is prohibited.

Gambling. Gambling in any form whatsoever is prohibited.

Insubordination. Insubordination, including refusal or failure to perform work assigned, is prohibited.

Intoxicating Liquors. Employees are not permitted to: (1) report to work under the influence of any alcoholic beverages or other stimulant, (2) use alcoholic beverages or other stimulants during working hours, or (3) bring alcoholic beverages or other stimulants onto the district premises.

Smoking. Smoking is not allowed anywhere on school premises at any time.

Falsification of Information. Falsification of personnel or other records or falsely stating or making claims of injury are prohibited.

False or Misleading Statements. The making of false or malicious statements concerning any employee, the District, or its programs, or falsifying or refusing to give testimony when accidents are being investigated is prohibited.

Misuse of Confidential Information. The misuse or publication of confidential

information relating to the District's programs or operations is prohibited.

Language and Conduct. The use of abusive, threatening, or profane language or engaging in disorderly conduct is not allowed.

Use of Equipment. The operation of machines, tools, or equipment to which an employee is not specifically assigned is prohibited.

Sanitation. Creating or contributing to unsanitary conditions is prohibited.

Improper and Illegal Use of District Property and Resources. The use of district stationery, supplies, postage, equipment, or any facilities for an employee's personal benefit is strictly prohibited.

Communicable Disease. Failure to report and/or the concealing of a communicable disease is prohibited.

Weapons. Unauthorized possession of weapons on district property at any time is prohibited.

LIST NOT EXCLUSIVE

The Governing Board shall retain the authority to impose appropriate discipline in situations not referenced above. The list is not intended to be an exclusive list of all situations where discipline or dismissal would be appropriate. The foregoing rules govern employee conduct while in the employ of the District. The District reserves the right to add, amend, or modify these rules and further, to take such disciplinary action as the District deems warranted for any other cause not specifically covered.