

Support 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 Unified School District
 2016 - 2017 Support Salary Schedule

Job Position Titles	FY 17 Begin Base	FY 17 Override	FY 17 Base + Override
Accounts Payable Clerk	\$10.82	\$0.60	\$11.42
Accounts Payable (Student Accounts) / Purchasing Clerk	\$10.82	\$0.60	\$11.42
Administrative Assistant to Assistant Principal(s)	\$11.07	\$0.60	\$11.67
Administrative Assistant to Assistant Superintendent (Educational Services)	\$11.51	\$0.60	\$12.11
Administrative Assistant to Assistant Superintendent (Human Resources)	\$11.51	\$0.60	\$12.11
Administrative Assistant to Athletic Director	\$11.07	\$0.60	\$11.67
Administrative Assistant to Director of Exceptional Student Services	\$11.07	\$0.60	\$11.67
Administrative Assistant to Director of Federal Programs	\$11.51	\$0.60	\$12.11
Administrative Assistant to Director of Professional Development	\$10.70	\$0.60	\$11.30
Administrative Assistant to Directors of Transportation and Maintenance	\$10.70	\$0.60	\$11.30
Administrative Assistant to Elementary School Principal	\$11.67	\$0.60	\$12.27
Administrative Assistant to Guidance Services	\$10.84	\$0.60	\$11.44
Administrative Assistant to High School Principal	\$11.29	\$0.60	\$11.89
Administrative Assistant to Junior High School Principal	\$11.29	\$0.60	\$11.89
Administrative Assistant to Superintendent and Governing Board	\$12.62	\$0.60	\$13.22
Athletic Equipment Manager	\$12.97	\$0.60	\$13.57
Attendance Office Clerk (10 Month)	\$10.95	\$0.60	\$11.55
Attendance Office Clerk (12 Month)	\$10.59	\$0.60	\$11.19
Auditorium Lighting and Sound Technician	\$12.11	\$0.60	\$12.71
Auditorium Technician (Temporary)	\$9.88	\$0.60	\$10.48
Automotive Maintenance Assistant	\$11.16	\$0.60	\$11.76
Automotive Mechanic	\$13.18	\$0.60	\$13.78
Automotive Mechanic (Lead)	\$13.62	\$0.60	\$14.22
Bookstore / Student Accounts / Instructional Media Center (IMC) Coordinator	\$11.26	\$0.60	\$11.86
Campus Security Officer	\$11.29	\$0.60	\$11.89
Carpentry / Cabinetmaker Technician	\$13.22	\$0.60	\$13.82

Certified Occupational Therapist Assistant (COTA) / Assistive Technology Technician	\$17.40	\$0.60	\$18.00
Computer Lab Technician	\$11.57	\$0.60	\$12.17
Computer Technician	\$12.33	\$0.60	\$12.93
Crossing Guard	\$10.05	\$0.60	\$10.65
Custodial Manager - Elementary School	\$11.17	\$0.60	\$11.77
Custodial Manager - High School	\$12.32	\$0.60	\$12.92
Custodial Manager - Junior High School	\$11.39	\$0.60	\$11.99
Custodial Supervisor - Night / Custodial Supply Warehouseman	\$12.55	\$0.60	\$13.15
Custodian - Night	\$10.28	\$0.60	\$10.88
Digital Campus Instructional Assistant	\$11.17	\$0.60	\$11.77
District Substitute Coordinator	\$11.07	\$0.60	\$11.67
Electrical Technician	\$12.72	\$0.60	\$13.32
Electrical Technician Assistant	\$11.43	\$0.60	\$12.03
English Language Learner (ELL) Instructional Assistant	\$10.27	\$0.60	\$10.87
English Language Learner (ELL) Technician	\$11.19	\$0.60	\$11.79
Facility Maintenance Technician Agriscience for JTED	\$10.99	\$0.60	\$11.59
Family Resource Liaison	\$11.02	\$0.60	\$11.62
Food Services Application Specialist	\$11.26	\$0.60	\$11.86
Food Services Supervisor I	\$10.09	\$0.60	\$10.69
Grounds Foreman	\$13.22	\$0.60	\$13.82
Groundskeeper (District)	\$10.76	\$0.60	\$11.36
Groundskeeper Sports Turf (High School)	\$10.99	\$0.60	\$11.59
Gymnasium Technician / Night Custodian	\$10.76	\$0.60	\$11.36
Health Office Assistant	\$10.99	\$0.60	\$11.59
Health Office Assistant (High School)	\$11.12	\$0.60	\$11.72
HVAC - Electrical Preventative Maintenance Technician	\$12.55	\$0.60	\$13.15
HVAC - Electrical Technician	\$12.72	\$0.60	\$13.32
Instructional Assistant	\$9.82	\$0.60	\$10.42
Instructional Media Center (IMC) Assistant (Elementary and Junior High)	\$10.59	\$0.60	\$11.19
Instructional Media Center (IMC) Assistant (High School)	\$10.59	\$0.60	\$11.19
Inventory Control / Parts Runner	\$10.54	\$0.60	\$11.14
Library Technician	\$11.48	\$0.60	\$12.08
Locksmith Technician	\$12.72	\$0.60	\$13.32

Mail Courier / Warehouse Clerk	\$10.56	\$0.60	\$11.16
Mathematics Instructional Assistant	\$10.27	\$0.60	\$10.87
Medicaid in the Public School (MIPS) Coordinator	\$11.07	\$0.60	\$11.67
Music Technician	\$11.57	\$0.60	\$12.17
Operations Specialist (Business Services)	\$11.73	\$0.60	\$12.33
Operations Specialist (Career and Technical Education)	\$11.29	\$0.60	\$11.89
Operations Specialist (Early Learning Programs)	\$11.29	\$0.60	\$11.89
Operations Specialist (Exceptional Student Services)	\$11.29	\$0.60	\$11.89
Operations Specialist (Maintenance)	\$11.29	\$0.60	\$11.89
Operations Specialist / Dispatcher (Transportation)	\$11.51	\$0.60	\$12.11
Painter Technician	\$12.72	\$0.60	\$13.32
Painter Technician Assistant	\$11.43	\$0.60	\$12.03
Payroll Services Associate	\$11.71	\$0.60	\$12.31
Plumbing Technician	\$12.72	\$0.60	\$13.32
Plumbing Technician Assistant	\$11.43	\$0.60	\$12.03
Program Assistant - Specialized Programs	\$10.50	\$0.60	\$11.10
Reading Instructional Assistant	\$10.27	\$0.60	\$10.87
Reading Intervention Technician	\$11.42	\$0.60	\$12.02
Recourse Supervisor	\$11.29	\$0.60	\$11.89
Registrar (High School)	\$11.26	\$0.60	\$11.86
Registrar (Junior High)	\$10.59	\$0.60	\$11.19
Resource Support Assistant	\$10.48	\$0.60	\$11.08
School Bus Driver	\$11.96	\$0.60	\$12.56
School Bus Driver (Special Needs)	\$12.41	\$0.60	\$13.01
School Bus Monitor (Special Needs)	\$10.78	\$0.60	\$11.38
Special Education Early Childhood Teaching Assistant	\$10.50	\$0.60	\$11.10
Special Education Teaching Assistant I	\$10.27	\$0.60	\$10.87
Special Education Teaching Assistant II	\$10.50	\$0.60	\$11.10
Welder Technician	\$12.72	\$0.60	\$13.32
Welder Technician Assistant	\$11.43	\$0.60	\$12.03

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INTRODUCTION

It is the responsibility of each support 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 is in no way 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 WORK PLACE—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 record 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.

"AT WILL" EMPLOYMENT

All support employees are employed "at the will" of the Governing Board and may be terminated "at the will" of the Governing Board, without prior notice, at any time, and for any reason or no reason, except that an employee shall not be terminated for a legally impermissible reason. Similarly, such employees may terminate their employment with the District at any time and for any reason or no reason and without prior notice.

COMPLAINTS AND GRIEVANCES

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 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.

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. are 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 are 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.

DISMISSAL

An employee may be dismissed at any time subject to the provisions of the law. Dismissal of personnel shall occur by recommendation of the immediate supervisor to the Human Resources Office for appropriate action, subject to approval by the Superintendent.

Cause for termination shall include: dishonesty, negligence, unsafe work practices, insubordination, failure or inability to perform assigned duties, immoral conduct, irregular attendance, consumption of alcoholic beverages while on duty, coming to work in an inebriated condition, and such other reasons deemed sufficient by the Superintendent and authorized by the Governing Board. These require no advance notice. An employee may appeal for further consideration on dismissal to the Superintendent and the Governing Board.

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.

EMPLOYEE EVALUATION

All support personnel shall be evaluated by the appropriate supervisor or administrator. A written evaluation of effectiveness of each support staff member shall be completed during the first year of employment and not later than ninety (90) days after the first day of work. A second first-year evaluation will be not later than the anniversary date of employment. At least once each year thereafter, an evaluation will be conducted. The evaluation will be used to increase job efficiency and for recommending continued employment.

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) measured backward for each employee from the first time such employee uses leave under FMLA without pay, 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, age, national origin, and disability. The District prohibits any and all forms of harassment because of race, color, sex, national origin, ethnicity, disability and 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, age, national origin, and disability, 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, age, national origin, and disability, 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, age, national origin, and disability; 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 who works thirty (30) or more hours per week.

Term Life Insurance - \$25,000 term life insurance shall be provided by the District for regular employees who work a minimum of twenty (20) hours per week.

Dental Insurance – The District will contribute an amount of money equal to 100% (employee only) 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 refusal for pre-tax deductions is submitted to the Payroll Office by June 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. Annual enrollment deadline is June 15.

Income Protection/Short Term Disability – An income protection plan is provided to employees who work a minimum of twenty (20) hours per week, commencing

on the sixty-first (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: Support employees become eligible for insurance benefits the first (1st) of the month following sixty (60) days after date of hire. For medical and dental insurance purposes, an eligible employee is defined as one who works thirty (30) hours per week. 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, an eligible classified employee (part-time or full-time) may be absent for a period of up to five (5) days (prorated to FTE) 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, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-child, step-mother, and step-father. These days are not deducted from accumulated sick leave. Up to an additional five (5) days, which are deducted from accumulated sick leave, may be granted for extended travel. With the approval of the supervisor, a support staff 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*

Support staff 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. 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 is available based upon the same rationale as the maternity leave for parenting policy. In addition to the above, a male 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 sick leave.

Military Leave

See Board Policy GDCD

Personal Leave

Personal leave with pay will be extended to full-time employees under the following conditions:

Four (4) days of discretionary personal leave will be granted to all full-time classified employees with less than ten (10) years of service in the District. One (1) additional day for a total of five (5) days of discretionary personal leave will be granted to all full-time classified employees who have completed ten (10) or more years of service with the District. These days may not be accumulated beyond a current fiscal year, and, if used, **will be** deducted from accrued personal illness leave. For full-time 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 sick leave.

Part-time staff may use one (1) day for personal leave, to be deducted from sick leave. For part-time employees who have completed fifteen (15) or more years of service, two (2) personal leave days will be granted; the **first (1st)** day of discretionary personal leave day **will not** be deducted from sick leave. These personal leave days may not be accumulated beyond a current fiscal year.

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

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. 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 (or director) at least three (3) working days prior to the date of personal leave.

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 support staff 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. Full-time staff members may take leave for family illness, deducted from accrued sick leave if available. The 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 nonduty days. Each full-time staff member (i.e., positions for eight [8] hours a day for a minimum of one hundred eighty-seven [187] days per year) shall be credited with a sick leave allowance at the rate of one (1) day 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 to a maximum number of days as determined by the Governing Board. 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.

Part-time employees will be provided six (6) days of sick leave per year. Part-time employees who are hired during the second semester of the school year will receive one-half (1/2) of the sick leave allotment for their first year. In either case, only one (1) of these days may be used for personal leave.

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. An employee will be placed back on payroll the day of his/her 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

Employees absent due to the observation of special religious holidays, may receive one (1) of the following accommodations to be determined in the discretion of the District (a) personal leave as authorized by policy; (b) working an equal amount of compensation time during the same payroll period; or (c) authorizing the daily substitute rate to be deducted from the 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 (5) days sick leave if he/she has thirty (30) or more days of accumulated leave, a maximum of four (4) days if he/she has twenty-five (25) days, a maximum of two (2) days if he/she has twenty (20) days, and may donate his/her maximum for no more than three (3) years.

All donated days are prorated according to 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.

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.

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.

LONGEVITY

Support staff employees who were hired before July 1, 2015 shall receive twenty-seven cents (\$.27) per hour longevity pay when completing ten (10) years of service, increasing to thirty-six cents (\$.36) per hour after completing fifteen (15) years of service and forty-five cents (\$.45) per hour after completing twenty (20) years of service. The service increment will be paid starting on the first of the month in which the employee was hired and is not part of the special onetime longevity stipend. Support staff 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%) onetime only stipend to be paid during the employee's twenty-second (22) 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.

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. Support employees are paid for hours worked times the hourly rate on a biweekly basis.

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 support staff employees: Salary advancement will be in the form of an increase in his/her hourly rate based on a uniform rate in accordance with the current compensation plan for support staff employees. Once the required documentation has been received in the Human Resources office, the rate increase will be reflected within two bi-weekly pay cycles.

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.

PURCHASING PROCEDURES

In order for the District to assume the cost of any purchases, a District purchase order must be issued prior to the time the item or service is ordered. 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, support staff employees 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 [8] hours):

10 or more years of employment = \$31.96 per day (prorated)

15 or more years of employment = \$36.37 per day (prorated)

20 or more years of employment = \$40.78 per day (prorated)

A support staff member who intends to resign shall present written notice to the District a minimum of two (2) weeks prior to the effective date of the resignation. Please note: Employees may not receive the total wages due as of the date of leaving until the following regular pay day for payment in full of their wages.

Upon termination of employment, an employee and his or her dependents that 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.)

SALARY INCREASES

Salary increases are granted at the beginning of each fiscal year (July 1) contingent upon Governing Board approval.

SPECIAL COMPENSATIONS

Part-time support staff employees who are requested to attend district-sponsored inservice programs during their non-working hours will receive compensation at their regular hourly rate of pay.

Regular school bus drivers are guaranteed four (4) hours per day on days when they are assigned work and excluding days when they are assigned field trips. All routine regular education bus routes (including kindergarten, after school sports and C.A.T.S.) will be awarded by seniority. One (1) additional hour will be provided to drivers for all field trips on weekends in order to allow cleaning and checkout time. Trips taken on paid holidays will be compensated at the standard rate of driver's pay plus an additional thirty-five cents (\$.35) per hour. "Undesignated" bus drivers will receive holiday and sick pay and will be provided prorated health and dental benefits. Relief bus drivers are guaranteed four (4) hours per day if called in to take a route.

STATE RETIREMENT PLAN

Permanent 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 an ASRS account.

www.azasrs.gov
4400 E Broadway Blvd, Suite 200
Tucson, AZ 85711
(520) 239-3100

SUPERINTENDENT'S CLASSIFIED ADVISORY FORUM (S.C.A.F.)

The Superintendent's Classified Advisory Forum (S.C.A.F.) meets monthly with the Superintendent to discuss ideas of mutual concern to the school district. An employee should contact the S.C.A.F. representative in his/her department (food service, transportation, maintenance and grounds, custodial, or secretarial/clerical/aides) with any questions or concerns.

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 August 15 for (ten) month employees. The midyear deadline is December 15. Employees may discontinue TSA withholdings at any time during the year.

TELEPHONE CALLS

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

TOOL ALLOWANCE

Mechanics will be provided a four hundred fifty dollar (\$450.00) annual tool allowance. Tool allowance will be paid in equal installments throughout the fiscal year.

TRANSFER/REASSIGNMENT

Personnel may be transferred within the District whenever it is deemed to be in the District's best interest. Reassignment decisions shall be made by the Superintendent on the basis of the following criteria: contribution which employee could make to students in new position; qualifications; opportunity for career growth; total school program needs; length of service; and recommendations of the administrator.

UNIFORM PROVISION

(Maintenance, Custodial, Mechanics, Bus Drivers, Security, Food Service)

All maintenance, custodial, and mechanics staff members will receive eleven (11) sets of uniforms.

Bus driver's uniform shirts, with the Transportation Department's logo, will be provided. Windbreakers and winter jackets will be purchased as the budget allows.

Security guards will receive uniforms, raincoats, and jackets with SECURITY printed on them. Flowing Wells hats will be provided upon request.

The shoe and uniform allowance for District food service employees shall be a maximum one hundred thirty dollars (\$130.00). The uniform must meet the requirements of the Food Services Department and footwear must be non-skid.

The shoe allowance for maintenance, custodial, and transportation maintenance shop staff members shall be two hundred dollars (\$200.00), campus security staff will receive a one hundred-fifty dollar (\$150.00) shoe allowance and regular bus drivers will receive a ninety dollar (\$90.00) shoe allowance. Shoe allowances will be paid in equal installments throughout the fiscal year. Rubber galoshes will be provided at each site for use by custodians who work on wet floor renovation.

VACATION/PAID HOLIDAYS

Holidays

Full-time support staff shall receive a minimum of fourteen (14) paid holidays per year.

Vacation

Full-time employees entitled to vacation days may earn vacation as follows:

- One (1) through two (2) years of service – ten (10) vacation days.
- Three (3) through four (4) years of service – fifteen (15) vacation days.
- Five (5) through ten (10) years of service – 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.

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.

An employee working in a position without vacation leave benefits who then transfers to a vacation leave-eligible position will accrue vacation benefits based on the date of transfer to the vacation eligible position.

If an employee is eligible to receive a paid holiday, the employee must be working or on paid leave immediately preceding and following a regularly scheduled holiday. 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.

WAGE AND HOUR GUIDELINES

Please refer to Wage and Hour Guidelines at the end of this manual for information on breaks, compensatory time off (comp time)/overtime, exempt employees, flex time, holidays, lunch, nonexempt employees, time logs, time worked, volunteers, workweek, and overtime procedures.

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 is 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 8818.

FLOWING WELLS SCHOOLS

Classified Work Conditions and Benefits Index

Copies of the Policies and Procedures Manual are found in the Principal's Office at each school, at the District Administration Center, and on the District website.

Harassment	ACA/ACH
Staff Use of Digital Communications and Electronic Devices	GBEF
Support Staff Leaves and Absences	GDC
Absences	
Personal Illness Leave	
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Support Staff Time Schedules	GDK
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SAFETY RULES AND REGULATIONS
CONDITIONS OF WORK
Classified 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.

Desks, work benches, vehicles, and work areas must be kept clean and orderly. Aisles must be clear of stock and material must be stacked neatly. Discarded paper, rags 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 to 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.

GENERAL RULES OF WORK

Where a single incident of employee conduct violates more than one (1) rule, the employee shall be deemed to have committed two (2) or more violations of the rules involved. Where a violation requires a disciplinary suspension, the time for such suspension shall be determined by the Superintendent so as not to unduly interfere with the efficient operation of the District.

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. Employees must start working at the beginning of their scheduled work day and, except for breaks and lunch periods, must remain working throughout the work day. Employees must resume working promptly following the end of break or lunch periods. At the end of the work day, employees are required to leave the premises promptly and not return until their next scheduled starting time.

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. An employee absent without notice or good cause for three (3) consecutive working days is deemed to have voluntarily terminated his/her employment. Repeated absenteeism constitutes a violation of this rule and will result in dismissal.

Leaving Work during Work Hours. Except for purposes of the lunch period only, employees are not permitted to leave the District premises or leave assigned work stations during their scheduled work hours unless required to by their work. Except where required by their work, employees desiring to leave the work station during work shift hours must obtain authorization from their supervisor.

Housekeeping. Employees must perform their work with due regard for maintaining the premises in an orderly manner and shall return all tools or equipment to the person or place from which they were obtained promptly following the completion of their use. Employees are required to deposit refuse in containers provided for such purpose.

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

Personal Communication. Employees are not permitted to make or receive telephone calls during work hours except in the case of emergencies. All exceptions must be first authorized by the supervisor. Personal calls should be confined to lunch time or planning periods.

Personal Property. Employees who bring personal property to work must first obtain permission from their supervisor.

Canvassing on District Premises. Employees are not permitted to engage in any activity other than the performance of their duties in the fulfillment of their jobs. Distribution of literature, verbal solicitation, canvassing or collecting contributions is permitted only when employees are in non-working areas and during non-working time. Employees must obtain authorization from the Superintendent prior to engaging in these activities.

Interference with Employees. Employees are not permitted to interfere with other employees in the performance of their work. Employees shall not conceal property belonging to another employee or intentionally delay the work of any employee.

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.

Theft. Theft of District property or the property of any employee is prohibited.

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.

Work Responsibilities. Performing other than assigned work during work hours is prohibited. Sleeping or malingering on duty is prohibited. Concealment or unauthorized disposal of defective work is prohibited.

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.

Standards of Workmanship. Employees are expected to maintain their workmanship according to proper methods and standards. The standards and requirements of all work assigned to employees are established by the supervisor. When an employee is in doubt as to the manner in which assigned work is to be performed, the employee is required to request the necessary information and instruction from the supervisor.

Employee Efficiency. Employees are required to perform their duties in an efficient manner in accordance with the direction from their supervisors. When an employee fails to perform assigned work efficiently, the employee will be notified. Failure to promptly correct the inefficiency will result in either a disciplinary suspension or discharge, depending upon the circumstances in each case.

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.

FLOWING WELLS SCHOOL DISTRICT Wage and Hour Guidelines

Breaks

Breaks **are not** required by Federal, state or local law. Supervisors may grant employees a 15-minute paid rest break for every four (4) hours of scheduled work time. A supervisor may require that an employee work through his/her break to meet an urgent need.

Restrictions regarding breaks:

1. Breaks may not be taken at the beginning of the employee's scheduled work time (an employee may not arrive 15 minutes late for work and call that a break.)
2. Breaks may not be taken at the end of the employee's scheduled work time (an employee may not leave work 15 minutes early and call that a break.)
3. Breaks may not be combined with a lunch break to create a longer lunch time.
4. If for any reason an employee does not take a break, the employee is not entitled to: a longer break the next time he/she takes a break; an extra break in the future; or extra compensation for missing a break.

Compensatory Time Off (Comp Time)/Overtime

Flowing Wells School District adheres to all Federal Wage and Hour Guidelines as specified in the Fair Labor Standards Act (FLSA). The District provides monetary compensation for hours worked during an employee's normal scheduled work day. Nonexempt part-time employees who work less than forty (40) hours per week, but more than their normally scheduled hours for the week, shall be awarded "compensatory time" at the rate of one hour for each hour of overtime work. Nonexempt employees who **work** more than forty (40) hours per week shall be awarded "compensatory time" at the rate of one and one-half (1 1/2) hours for each hour of overtime work. In cases of emergency, when the employee cannot be immediately released for this overtime compensation, the Superintendent will make the decision as to paying the employee or having the employee take the time off at a future date. The hours **must** be approved by the immediate supervisor before the employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

Exempt Employees

Exempt employees are defined by the FLSA as employees who are exempt from the Act's provisions regarding overtime compensation. Exempt employees include professional, executive and administrative employees who meet narrowly defined criteria.

Flex Time

Nonexempt employees have a normal assigned workweek and workday. Supervisors of nonexempt employees shall ensure that each employee performs work during the schedule of hours on duty to which the employee is assigned. However, in the course of normal operations, an employee may be required to work an alternative flex schedule. In some situations, the employee may not be able to work the regularly scheduled work day or hours. In either of these cases, with prior approval from the site administrator, an employee's workday may be adjusted. For example, the employee might work six (6) hours during Monday and ten (10) hours on Wednesday **in the same week**. The actual hours are recorded, by day, on the time clock. The total number of hours worked by the employee (including flex time) during the week should equal the total number of hours the employee is required to work during the week.

Holidays

Nonexempt employees who work on a day that is a paid holiday will be compensated according to the **Compensatory Time Off/Overtime** procedures listed above.

Lunch

Nonexempt employees working more than thirty (30) hours per week are entitled to and must take a thirty (30) minute duty-free lunch break. The site administrator may require or authorize a sixty (60) minute lunch break for an employee (rather than a 30 minute lunch) if this is in the best interest of the District.

Nonexempt Employees

Nonexempt employees are defined by the FLSA as employees who are covered under the Act's provisions. Non-exempt employees are usually referred to as hourly employees.

Time Clocks

The Time clock is the District's official instrument which:

- captures the actual time worked (time in, time in and out for lunch, and time out) by a nonexempt employee;
- calculates compensatory time earned; and
- tracks (increments and use of) the employee's compensatory time balance.

Nonexempt employees are required to accurately record all hours worked, all leave time, vacation time, and compensatory time earned and or used.

Time Worked

Time worked is defined as the time an employee is on duty on the District's premises or at a work location authorized by the District. It does not include travel time to and from the employee's home. However, time spent by an employee in travelling from job site to job site during the workday must be counted as hours worked.

Volunteers

Nonexempt employees may not volunteer any services to FWSD unless the employee does not provide the same type of services as provided during his/her normal workday. Failure to comply with this guideline may result in disciplinary action up to and including dismissal. Volunteer work that is related to a nonexempt employee's regular job is not considered voluntary and must be compensated appropriately. Volunteer work must be performed on an employee's personal time.

Workweek

For the purpose of calculating regular and overtime hours in accordance with wage and hour requirements, the District's designated workweek shall begin at 12:01 a.m. on Sunday and conclude at 12:00 midnight the following Saturday.

OVERTIME AUTHORIZATION PROCEDURES

Authorization of Overtime

Superintendents, principals and directors may authorize overtime to meet District goals and initiatives.

Prior approval must be obtained before the employee may work overtime as part of his/her regular job.

Prior written approval using the Personnel Action Request (PAR) form must be obtained **before** the employee may work overtime for outside agencies renting District facilities **or** certain special events (such as athletic tournaments).

The PAR must include:

- the estimated OT hours to be worked (e.g. 10:00 p.m. to 12:00 midnight)
- the purpose for the OT
- funding source for the OT
- whether the OT will be paid out ~~on a time claim~~ or accrued for compensatory time

IMPORTANT NOTICE: An employee who works unauthorized overtime will be compensated; however, the employee will be subject to disciplinary action up to and including dismissal.

Additional Requirements regarding Authorization of Overtime:

1. All overtime hours worked for the following must be paid:
 - a. outside agencies renting District facilities **or**
 - b. certain special events (such as athletic tournaments)
2. All overtime hours worked for the District as part of an employee's regular duties (for example, a custodian authorized to work extra hours to set up for graduation) will be used as compensatory time, if at all possible.

3. All approved overtime hours must be recorded on the time clock. When compensatory time is used, it must be requested on a Time Clock Adjustment Form.
4. Compensatory time **may not** extend past the end of the current fiscal year.
5. An employee who has accumulated compensatory time must use such compensatory time prior to using accrued leave (sick leave, personal leave, or vacation) when he/she is absent from work. *The site Administrator may, when necessary to meet District needs, allow accrued leave to be used prior to the use of accumulated compensatory time. This authorization will be documented on a Personnel Action Request.*
6. The site administrator may require a nonexempt employee to use or take compensatory time in order to reduce the balance of hours of compensatory time the employee has accumulated.
7. If an employee terminates his/her position with Flowing Wells School District prior to using all of his/her accumulated compensatory time, he/she shall receive salary remuneration for all unused time.
8. Any time less than forty (40) hours worked in a week is at straight time and any time over forty (40) hours worked (**sick leave, vacation and holiday hours do not count—the employee must actually be at work**) in a week is at time and one-half (1 1/2).