Flowing Wells Unified School District

Potential Finds Opportunity

Support
Employee Handbook
2019-2020

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INTRODUCTION

The purpose of this handbook is to provide information and guidance regarding District policies and clarify employment procedures and processes.

This handbook is neither a contract nor a substitute for the official District policy manual, nor is it intended to alter the at-will status of noncontract employees. Rather, it is a brief explanation of selected District policies and procedures related to employment. These policies and procedures can change at any time. Any changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate District office. District policies can be accessed online at www.flowingwellsschools.org or through the Flowing Wells Mobile Application.

Flowing Wells Vision, Mission, Core Values

Vision

Potential Finds Opportunity

Mission

Exceptional educational opportunities and high expectations for achievement are the hallmarks of Flowing Wells Schools.

Core Values

Students. We base all decisions on the question, "Is this in the best interest of the students?"

Integrity. We are fair, ethical and honest. In all situations, we do what we say and we say what we do.

Quality. We believe that if something is worth doing, it is worth doing well.

Balance. We support and respect each other as we fulfill our commitments to work, family, and community.

Opportunity. We pursue diverse learning opportunities that inspire and challenge students to realize their full potential.

Governing Board

Policies BB, BBA

The Arizona Constitution places the responsibility of establishing and maintaining public schools on the Arizona legislature and directs the legislature to provide for a state board of education, which has general supervision of the public schools. It is further provided that local public schools under the general supervision of the State Board of Education shall be maintained, developed, and operated by locally elected boards. Legally, then, local school boards are instruments of the Arizona Legislature and derive their authority from the Arizona Constitution, Arizona statutes, and the regulations of the Arizona Administrative Code.

The Board shall act as the general agent of the state of Arizona in carrying out the will of the people of this District in the matter of public education. The Board is authorized under the laws of the state of Arizona to adopt all needed policies and regulations for the organization, evaluation, and governance in the District.

The Board usually meets on the second and fourth Tuesdays of each month at 6:00 p.m. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the District website and at the Administration Building located at 1556 W. Prince Road at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting.

All meetings are open to the public. In certain circumstances, Arizona law permits the Board to go into a closed session from which the public and others are excluded. Closed sessions may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

EMPLOYMENT

Equal Employment Opportunity

Policy GBA

Discrimination against an otherwise qualified individual with a disability or any individual by reason of race, color, ethnicity, religion, sex, sexual orientation, gender identity, gender expression, age, national origin and disability is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

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. Flowing Wells School District is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, ethnicity, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition, gender status, sexual orientation, as well as any other category protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct.

If you believe that you have been the victim of discrimination or harassment, or if you become aware of harassment or discrimination, you must immediately provide a written or verbal report to your Supervisor or the Superintendent.

All complaints of harassment/discrimination will be investigated promptly, impartially, and in a confidential manner, as much as possible, except to the extent that disclosure may be necessary for the purpose of investigation or remedial action, dependent on the circumstances. Harassment and discrimination are extremely serious matters, and those who harass or discriminate against others can expect to be disciplined, up to and including termination.

All employees are encouraged to communicate to the District whenever they believe working conditions may become intolerable and may cause them to resign. Pursuant to § 23-1052, Arizona Revised Statutes, all employees are required to notify Superintendent in writing that a working condition exists that an employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

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

Job Vacancy Announcements

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.

Employment After Retirement

Retirees may 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, the retiree must be terminated from employment for a minimum of twelve (12)

months. The retiree may return to part-time employment without this requirement. (Please contact ASRS for details.)

Hiring Support Staff

Policy GDF

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board.

Fingerprint Clearance and Background Checks

Policy GDFA

All newly hired non-certificated District personnel - and personnel who are not paid employees of the District and who are not either the parents or the guardians of students who attend school in the District but who are required or allowed to provide services directly to students without the supervision of a certificated employee - shall be fingerprinted as a condition of employment, except for the following:

- Personnel who are required as a condition of licensing to be fingerprinted if the license is required for employment.
- Personnel who were previously employed by the District and who reestablished employment with the District within one (1) year after the date that the employee terminated employment with the District.

The School District may require non-certificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee to obtain a fingerprint clearance card as a condition of employment.

For the purposes of this policy, *supervision* means under the direction of and, except for brief periods of time during a school day or a school activity, within sight of a certificated employee when providing direct services to students.

If the School District does not require a fingerprint clearance card as a condition of employment, non-certificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee may apply for a fingerprint clearance card. A school district may release the results of a background check or communicate whether the person has been issued or denied a fingerprint clearance card to another school district for employment purposes.

The District may fingerprint or require any other employee of the District to obtain a fingerprint clearance card, whether paid or not, or any other applicant for employment with the School District not otherwise required by law. The District may not charge the costs of the fingerprint check or fingerprint clearance card to the fingerprinted applicant or nonpaid employee.

The candidate's fingerprints shall be submitted, along with the form prescribed in GDFA-E, within twenty (20) days after being selected. The form shall be considered a part of the application for employment. The District may terminate an employee if the information on the affidavit required by A.R.S. 15-512 is inconsistent information received from the fingerprint check or the information received in connection with a fingerprint clearance card application.

The District will assume the cost of fingerprint checks or fingerprint clearance card applications but will assess the employee for charges incurred. Personnel who are not paid employees will not be charged for fingerprint costs.

Individuals shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction:

- Sexual abuse of a minor.
- Incest.
- First- or second-degree murder.
- Kidnapping.
- Arson.
- Sexual assault.
- Sexual exploitation of a minor.
- Felony offenses involving contributing to the delinquency of a minor.
- Commercial sexual exploitation of a minor.
- Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- Burglary in the first degree.
- Burglary in the second or third degree.
- Aggravated or armed robbery.
- Robbery.
- A dangerous crime against children as defined in A.R.S. 13-705.
- Child abuse.
- Sexual conduct with a minor.
- Molestation of a child.
- Manslaughter.
- Aggravated assault.
- Assault.
- Exploitation of minors involving drug offenses.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to

hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

When considering termination of an employee pursuant to A.R.S. 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.
- Provide for fingerprint checks pursuant to A.R.S. 41-1750
- Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.

Drug and Alcohol Substance Free Workplace

Policies GBEC, GBECA

Flowing Wells School District believes that it is important to promote a drug-free community, to maintain safe, healthy, and efficient operations, and to protect the safety and security of the employees, facilities, and property of the District. Drugs or alcohol may pose serious risks to the user and all those who work with the user. In addition, the use, possession, sale, transfer, manufacture, distribution, and dispensation of alcohol or illegal drugs in the workplace pose unacceptable risks to the maintenance of a safe and healthy workplace and to the security of District employees, facilities, and property.

Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided by the District. For all of those reasons, the District has established this Substance Abuse Policy.

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.

Employee Drug Use, Abuse or Possession

The nonmedical use, abuse, or possession of drugs and/or use or possession of alcohol is forbidden on District property or at District-sponsored activities. Employees determined to be in possession of, using, or abusing drugs or alcohol shall be reported immediately to the employee's principal or supervisor. The Superintendent shall be notified immediately.

The Superintendent shall conduct an investigation in consultation with legal counsel as necessary. Employees that violate this policy may be disciplined up to and including termination. If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified.

Medical Marijuana

The District recognizes Arizona's medical marijuana law and shall not discriminate against a person in hiring, termination or imposition of any term or condition of employment or otherwise penalize a person on the basis of the person's status as an eligible medical marijuana cardholder, or as a registered qualifying patient, having a positive drug test for marijuana components or metabolites, unless the person used, possessed or was impaired by marijuana on District property, at a District event, or during the hours of the persons regular or extended hours of employment, or as prescribed by law.

Mandatory Annual Training

Flowing Wells Unified School District is fully committed to the health and safety of all faculty, staff, students and visitors. The District believes that occupant safety and a healthy environment are important factors in the functioning of the total educational program, making the district schools a better place to learn and work, creating positive relationships with the district customers and stakeholders, and preparing students to be responsible citizens and to work safely in the community.

As part of the District's ongoing program to meet this safety commitment, comply with regulatory requirements, and contain health care costs, all employees must complete certain safety training, when they first start working for the district and periodically thereafter. The courses are available through an online training system. Non-exempt support staff must do this during work hours. Professional and exempt support staff may complete the training at their convenience.

Health Safety Training

Certain employees who are involved in physical activities with students must maintain and submit to the District proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), and concussion and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, Arizona Interscholastic Association (AIA), or another organization that provides equivalent training and certification.

Assignments and Transfers

Policy GDJ

The Superintendent will determine all support staff assignments.

Support staff shall be assigned based on the needs of the District, on their qualifications, and on their expressed desires. When it is not possible to meet all three (3) conditions, an employee shall be assigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to the expressed preference of the employee.

Assignments may be changed to serve the best interests of the District.

Staff members may apply for transfer or reassignment whether or not a vacancy exists.

The transfer/reassignment of support staff members will be based on the needs of the District, employee qualifications, and the employee's expressed desires. When it is not possible to meet all three (3) conditions, an employee shall be transferred/reassigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to the expressed preference of the employee.

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.

The above applies to transfers/reassignments within the same job classification and pay grade. Transfer/reassignment of an employee to a position of greater or lesser pay requires Board approval.

Work Schedules

Policy GDK

All support staff employees 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 normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and needs of the District. Employees will be notified at least one (1) week in advance of any modification to the workweek plan.

Individual employee work schedules will be based on the position held by the respective employees and on District needs as identified during the employment process.

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.

An employee may work overtime, provided that advance authorization is obtained from the supervisor in charge or, in the case of an emergency, authorization is obtained immediately upon completion of the work or as soon thereafter as practicable.

Support employees are employed at-will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Non-exempt employees are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. Employees are required to use District time clocks to record time worked.

Outside Employment

Policy GDR

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 outside 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 employees' 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.
- 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.

Performance Evaluations

Policy GDO

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. At least once each year thereafter, an evaluation will be conducted. The evaluation will be used to increase job proficiency and for recommending continued employment.

Staff Involvement in Decision Making

Policy GBB

It shall be the policy of the Board to encourage employee participation in the decision making for the District. The Superintendent is authorized to establish such committees as necessary to recommend policies and regulations that will enhance the operation of the District. In recommending policies to the Board and in the development of regulations for the operation of the District, the Superintendent may involve at the planning stage, whenever feasible, any employees who may be affected by such provisions. The Superintendent shall establish, with certificated and support staff employees, channels for the ready intercommunication of ideas and feelings regarding the operation of the schools. The Superintendent shall weigh with care the counsel given by employees and inform the Board of such counsel in presenting recommendations for Board action.

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.

Professional Development

Policy GCI

Our continued mission is to provide the most outstanding learning opportunities for our students.

In order to help students learn, we are continually focusing on setting high expectations, creating relevancy in lesson design, and participating in a focused learning community. When all staff members engage in these endeavors, we can advance the 21st Century classroom for all students.

COMPENSATION AND BENEFITS

Employees are paid in accordance with administrative guidelines and an established pay structure. The District's pay plans are reviewed by the administration each year and adjusted as needed. All District positions are classified as exempt or non-exempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. These employees are not entitled to overtime compensation. Other employees are generally classified as non-exempt and are paid an hourly wage or salary and overtime pay for each hour worked beyond 40 in a workweek.

Wage and Hour Guidelines

Policy GDL

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and needs of the District. Employees will be notified at least one (1) week in advance of any modification to the workweek plan.

Individual employee work schedules will be based on the position held by the respective employees and on District needs as identified during the employment process.

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.

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.

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.

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.

Wage Increases

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

Holidays

Full-time, 12-month support staff shall receive a minimum of fourteen (14) paid holidays per year. Paid holidays are not considered 'worked hours' and are not utilized in weekly overtime payment calculations. 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. 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.

Vacation

Professional employees hired **before** July 1, 2018 are entitled by contract to receive vacation as follows:

1. One (1) and two (2) years of service – ten (10) vacation days.
2. Three (3) and four (4) years of service – fifteen (15) vacation days.
3. Five (5) through ten (10) years of services – twenty (20) vacation days.
4. Commencing with the eleventh (11th) year of service – twenty-one (21) vacation days.

Professional employees hired **after** July 1, 2018 are entitled by contract to receive vacation as follows:

5. One (1) through five (5) years of service – ten (10) vacation days.
6. Six (6) through ten (10) years of service – fifteen (15) vacation days.
7. Commencing with the eleventh (11th) year of service – twenty (20) 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.

Time Clock

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; and
- calculates overtime earned.

Nonexempt employees are required to accurately record in the time clock all hours worked, all leave time, vacation time, and overtime.

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 the District 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.

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:

- 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.)
- 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.)
- Breaks may not be combined with a lunch break to create a longer lunch time.
- 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.

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 workday 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 flextime) during the week should equal the total number of hours the employee is required to work during the week.

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.

Compensatory Time (Comp Time)/Overtime

As of July 1, 2019, the Flowing Wells School District **will not issue Compensatory Time Off.** Employees will be paid for each hour worked at their hourly rate up to forty (40) hours each week. The 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 workday.

Nonexempt employees who **work** more than forty (40) hours per week shall be awarded "overtime" at the rate of one and one-half (1 1/2) hours for each hour of overtime work. Any overtime hours **must** be approved in writing 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.

Overtime Authorization Procedures

Superintendents, principals and directors may authorize overtime to meet District goals and initiatives. Prior written approval using the Personnel Action Request (PAR) form must be obtained before the employee may work overtime.

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

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:

- All approved overtime hours must be recorded on the time clock.
- 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).

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

Direct Deposit

Electronic Direct Deposit is an efficient, secure and economical method for delivering payments. Direct deposit assures that an individual's payment is deposited even if they are out due to illness, on paid time off, or on other approved leave. Electronic deposit of funds can be made to any financial institution in the United States. Electronic direct deposit payments can be deposited to a checking, debit or savings account of the individual's choice, at any U.S. financial institution. Employees are solely responsible for notifying Flowing Wells School District of any changes in their banking information, such as account number changes, closed accounts, or bank routing number changes. Failure to notify may result in a delay in payment.

Payroll Deductions

Paychecks reflect total earnings for the pay period, as well as any mandatory or voluntary paycheck deductions. Mandatory deductions are deductions that Flowing Wells School District is legally required to take. Such deductions include federal income tax, Social Security tax (FICA), employee contributions to the Arizona State Retirement System (ASRS), and any applicable state taxes. Voluntary deductions are deductions that are employee authorized. Such deductions might include insurance premiums, contributions to credit unions, or savings accounts.

Wage Garnishments

A wage garnishment is an order from a court or a government agency directing Flowing Wells School District to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans or money owed because of a judgment in a civil lawsuit.

If the District is instructed by a court or agency to garnish an employee's wages, the employee will be notified of the garnishment. Please note that the District is legally required to comply with these orders. If an employee disputes or has concerns about the amount of a garnishment, the employee must contact the court or agency that issued the order.

Professional Growth Compensation

Policy GCI

Professional development activities include college and university courses relevant to the employee's position. In-service training, workshops, seminars, conferences may also be considered for professional growth when related to the employee's position.

Salary Compensation Credit Plan

Salary compensation credit for any approved professional activity which will contribute to the improvement of a support employee's performance of duties in his/her present assignment may be granted by the Superintendent.

A Professional Growth Request (PGR) form must be submitted with required supporting documentation to the Human Resources Office to be considered for professional growth credit. Required documentation for university and college coursework is a transcript. Required documentation for other professional growth activities includes a detailed description of the activity (in-service training, workshop, seminar, or conference) and a signed certificate of completion which specifies the number of clock hours awarded.

A review of a professional activity for prior approval is not required to submit a Professional Growth Request (PGR). However, upon provision of a course description from the relevant college catalog or a detailed description of the activity (in-service training, workshop, seminar, or conference), written prior approval may be provided after consultation with Human Resources to guarantee acceptance of the activity for professional growth credit.

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, 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.

For support staff employees: Salary advancement will be in the form of an increase in support staff 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 (2) bi-weekly pay cycles.

District Paid Fees

Enrollment fees may be paid by the District for any course work that is taken at the direction of the Superintendent. 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 January 31 for courses taken the previous calendar year. Failure to provide official verification by this date 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.

Longevity Stipends

Policy GBC

Support Staff

Support staff employees shall receive twenty-seven cents (.27) per hour longevity pay after completing ten (10) years of service, nine cents (.09) per hour after completing fifteen (15) years of service and nine (.09) cents per hour after completing twenty (20) years of service. The service increment will be paid starting on the first (1st) of the month in which the employee was hired.

Coaching Staff

Coaches completing ten (10) years in Flowing Wells School District in the same coaching assignment will receive a longevity stipend equivalent to eleven percent (11%) of the Student Activity Compensation (SAC) Schedule base in their eleventh (11th) year of coaching in the same assignment and thereafter.

Special One -Time Longevity Stipends

Policy GBC

An employee who has completed twenty-one (21) years in the District will receive a one (1) 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 District will receive an additional one-time only stipend equal to three percent (3%) of the employee's 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 the employee 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 onetime longevity stipends. To apply for payment deferral, the employee must submit a Personnel Action Request form to the Assistant Superintendent for 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 salary plus override plus longevity for the contract year during which the employee receives payment of a special onetime longevity stipend.

An employee qualified to receive a special onetime 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 onetime 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 onetime 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 recently rescinded early retirement incentive policy shall not be entitled to receive the special onetime longevity stipends referenced by this policy. Acceptance by an employee of any special onetime 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 recently rescinded early retirement incentive policy.

Benefits Offered

Policy GDBD

Major Medical and Hospitalization Insurance

The District will contribute an approved amount toward major medical insurance for each employee.

Term Life Insurance

A $25,000 term life insurance policy is provided by the District at no cost to the employee.

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/ Short-Term Disability Buy-Up

Employees are eligible to participate in these voluntary insurance programs at the sole expense of the employee.

Please note –The 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 by the District at no cost to the employee 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: *Support staff 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.*

Employee Assistance Program

An Employee Assistance Program (EAP) is provided by the District at no cost to the employee. Resources and information on issues including stress, family/parenting concerns, anxiety/depression, anger management, alcohol and substance abuse problems, and marital/relationship concerns are available.

Tax Sheltered Annuity Plans

District employees are eligible to participate in a tax sheltered annuity (TSA) plan, which 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 arrange this with his/her company representative, then 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.

Guidelines for Change of Election

Any premiums deducted on a pre-tax basis from the employee's paycheck will be "locked in" for the duration of the plan year, which begins July 1 and ends June 30. New enrollments may only be requested during the annual enrollment period, or within 30 days after a qualifying event.

The only exceptions will be those situations involving a family status change or other qualified event, as identified by IRS Section 125 regulations and listed below*:

- Change in employee's legal marital status.
- Change in the number of employee's dependents (birth, adoption, death).
- Change in employment status of employee, spouse, or dependent affecting eligibility.
- Employee's dependent satisfies or ceases to satisfy eligibility Requirements.
- Gain of other coverage under other employer's plan (e.g., open enrollment of spouse's employer).
- Loss of coverage.
- COBRA qualifying events.
- Judgment, decree, or order.
- Medicare or Medicaid eligibility.

A change of election must be related to the reason for the change. The employee must request a change of election within 30 calendar days of the date of the qualifying event. Changes requested after this time frame will not be permitted until the next annual enrollment period.

An approved change of election will be effective the first day of the month following the date all required documents are submitted; exceptions may apply based on the qualifying event. Employees must contact Human Resources for assistance with a change of election.

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
- 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; or
- 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 that of the employee.

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.

Leaves and Absences

Sick Leave

Policy GCCA

Sick leave for District 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.

Each support staff member 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:

Twelve (12) month employment twelve (12) days
Ten (10) month employment ten (10) days

The equivalent of four (4) days may be used for personal leave.

For the purposes of this policy, a day is defined as an employee's regularly scheduled daily work hours.

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.

If an employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

Upon request, the staff member shall inform the Superintendent of the following:

- Purpose for which sick leave is being taken.
- Expected date of return from sick leave.
- Where the staff member may be contacted during the leave.

Use of Earned Paid Sick Time

Earned paid sick time shall be provided to an employee by an employer for:

- An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
- Reasons related to child care, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. 23-373.

Earned paid sick time shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any other means acceptable to the employer. When possible, the request shall include the expected duration of the absence.

When the use of earned paid sick time is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the earned paid sick time and shall make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the operations of the employer.

An employer that requires notice of the need to use earned paid sick time where the need is not foreseeable shall provide a written policy that contains procedures for the employee to provide notice. An employer that has not provided to the employee a copy of its written policy for providing such notice shall not deny earned paid sick time to the employee based on non-compliance with such a policy.

An employer may not require, as a condition of an employee's taking earned paid sick time, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned paid sick time.

Earned paid sick time may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

For earned paid sick time of three (3) or more consecutive work days, an employer may require reasonable documentation that the earned paid sick time has been used for a purpose covered by the reasons listed above. Documentation signed by a heath care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

As defined in statute (A.R.S. 23-371), “family member” means:

- Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
- A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
- A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Notice:

A. Employers shall give employees written notice of the following at the commencement of employment or by July 1, 2017, whichever is later: employees are entitled to earned paid sick time and the amount of earned paid sick time, the terms of its use guaranteed in statute, that retaliation against employees who request or use earned paid sick time is prohibited, that each employee has the right to file a complaint if earned paid sick time as required by statute is denied by the employer or the employee is subjected to retaliation for requesting or taking earned paid sick time, and the contact information for the commission where questions about rights and responsibilities under can be answered.

B. The required notice required shall be in English, Spanish, and any language that is deemed appropriate by the Industrial Commission of Arizona.

C. The amount of earned paid sick time available to the employee, the amount of earned paid sick time taken by the employee to date in the year and the amount of pay the employee has received as earned paid sick time shall be recorded in, or on an attachment to, the employee's regular paycheck.

D. The Industrial Commission of Arizona shall create and make available to employers, in English, Spanish, and any language deemed appropriate by the commission, model notices that contain the information for employers' use in complying with the statute.

E. Employer violation of the notice requirements shall be subject to a civil penalty as prescribed in A.R.S. 23-364.

Accrual:

A. Employees of an employer with fifteen (15) or more employees shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned paid sick time per year, unless the employer selects a higher limit.

B. Employees of an employer with fewer than fifteen (15) employees shall accrue a minimum of one hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than twenty-four (24) hours of earned paid sick time per year, unless the employer selects a higher limit.

C. Earned paid sick time shall begin to accrue at the commencement of employment or on July 1, 2017, whichever is later. An employer may provide all earned paid sick time that an employee is expected to accrue in a year at the beginning of the year.

D. An employee may use earned paid sick time as it is accrued, except that an employer may require an employee hired after July 1, 2017, to wait until the ninetieth calendar day after commencing employment before using accrued earned paid sick time, unless otherwise permitted by the employer.

E. Employees who are exempt from overtime requirements under the Fair Labor Standards Act of 1938 (29 United States Code section 213(A)(1)) will be assumed to work forty (40) hours in each work week for purposes of earned paid sick time accrual unless their normal work week is less than forty (40) hours, in which case earned paid sick time accrues based upon that normal work week.

F. Earned paid sick time shall be carried over to the following year, subject to the limitations on usage indicated above for employees of employers with fifteen (15) or more employees and employees of employers with fewer than fifteen (15) employees. Alternatively, in lieu of carryover of unused earned paid sick time from one (1) year to the next, an employer may pay an employee for unused earned paid sick time at the end of a year and provide the employee with an amount of earned paid sick time that meets or exceeds the requirements in statute that is available for the employee's immediate use at the beginning of the subsequent year.

G. If an employee is transferred, but remains employed by the same employer, the employee is entitled to all earned paid sick time accrued and is entitled to use all earned paid sick time as provided in this section.

H. When there is a separation from employment and the employee is rehired within nine (9) months of separation by the same employer, previously accrued earned paid time that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued earned paid sick time and accrue additional earned paid sick time at the re-commencement of employment.

I. When a different employer succeeds or takes the place of an existing employer, all employees of the original employer who remain employed by the successor employer are entitled to all earned paid sick time they accrued when employed by the original employer, and are entitled to use earned paid sick time previously accrued.

J. At its discretion, an employer may loan earned paid sick time to an employee in advance of accrual by such employee.

Any employer with a paid leave policy, such as a paid time off policy, who makes available an amount of paid leave sufficient to meet the accrual requirements of this section that may be used for the same purposes and under the same conditions as earned paid sick time under this article is not required to provide additional paid sick time.

Nothing in statute shall be construed as requiring financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement or other separation from employment for accrued earned paid sick time that has not been used.

Retaliation Prohibited

It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected in statute.

An employer shall not engage in retaliation or discriminate against an employee or former employee because the person has exercised protected rights. Such rights include but are not limited to the right to request or use earned paid sick time pursuant to the statute; the right to file a complaint with the commission or courts or inform any person about any employer's alleged violation; the right to participate in an investigation, hearing or proceeding or cooperate with or assist the commission in its investigations of alleged violations and the right to inform any person of his or her potential rights.

It shall be unlawful for an employer's absence control policy to count earned paid sick time taken as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this policy based on the supporting statutes.

Personal/Emergency/Religious Leave

Policy GDCB

Four (4) days of discretionary personal leave will be granted to all support staff employees. For the purposes of this policy, a day is defined as the number of hours in a normal work day. These personal leave days may not be accumulated beyond a current contract year, and if used, ***will*** be deducted from sick leave.

One (1) additional day for a total of five (5) days of discretionary personal leave will be granted to all full-time 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 sick leave. For full-time employees who have completed fifteen (15) or more years of service with the District, the first day of discretionary personal leave used ***will not*** be deducted from sick leave.

A reason for the personal leave need not be stated. However, a request must be submitted electronically through District software and approval granted by the school principal or director at least three (3) working days prior to the date of personal leave. In emergency situations, the District may waive the three (3) day requirement. The District reserves the right to request the reason for the absence.

Personal leave may be granted for up to five percent (5%) of the employees at each site on the day before or after a regularly scheduled holiday or recess.

Personal leave will not normally be granted during the first or last week of school. The District recognizes that some flexibility in the policy is required to accommodate those unique, rare, or unforeseen circumstances where the need for leave is undisputed and compelling. In these circumstances, a reason for the absence must be given.

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

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; or (c) authorizing the daily substitute rate to be deducted from the contracted salary.

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

Unused personal leave will accrue as personal illness leave.

Bereavement Leave

Policy GDCH

With the approval of his/her supervisor, an 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, stepmother, stepfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, and stepchild.

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, an 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.

Military/Legal Leave
Policy GDCD

The Board recognizes the fact that its employees have citizenship responsibilities, and, in order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves, in addition to jury duty, when an employee is called to attend field training services for the Military Reserve or National Guard and when an employee is a victim of a juvenile or adult crime exercising a right to be present at a proceeding as defined in statute.

When an employee receives notice that requires leave as delineated above, it is the responsibility of the employee to notify the Superintendent or principal.

Jury Duty

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty.
- It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
- An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].

Victim Leave

Statute provides that an employer who has fifty (50) or more employees shall permit an employee leave if the employee is the victim of juvenile or adult crime and is exercising a right to be present at a proceeding as defined in A.R.S. 8-420 or 13-4439. Compensation may be provided if the employee has available vacation or to the extent other leave may be available by policy.

- An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.
- If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.
- Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if applicable a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. 8-386 or 13-4405.
- Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. 26-168 and 38-610].

- An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.
- The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:
    - Was employed by the District.

- Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
- Has a cumulative period of service in the uniformed services not exceeding five (5) years.
- Was not released from service under dishonorable or other punitive conditions.
- Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Absence without Leave

Policy GDC

An employee shall be deemed "absent without leave" when absent from work because of:

- A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; *or*
- A reason that does not conform to any policy currently in effect; *or*
- Failure to report to work without prior notification to the Superintendent.

In no case shall an employee be compensated for time lost due to being absent without leave.

The principal or other supervisor must approve the request in writing for such an absence at least one (1) day prior to the intended absence.

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.

Medical Leave Assistance Program

Policy GDCG

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.

Family and Medical Leave Act (FMLA)—General Provisions

Policy GDCC

The District shall fully comply with the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, 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 (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to 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.

Serious health condition means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee 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 leave is to commence shall be eligible for FMLA leave.

Special conditions applicable to FMLA. Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve (12)-month period, beginning on the date of the event. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12)-month period to care for the service member. The leave described to care for a covered service member shall only be available during one (1) single twelve (12)-month period.

A husband and wife working for the District may be limited to a total of twelve (12) weeks of leave during each applicable twelve (12)-month period for leave for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition. The aggregate number of workweeks of leave to which both the husband and wife may be entitled under covered service member family leave combined with leave as described in the previous sentence shall be limited to twenty-six (26) workweeks during one (1) single twelve (12)-month period.

The District shall not require an employee to substitute accrued sick leave for FMLA leave used by reason of a birth, adoption, or foster placement. An employee shall substitute accrued vacation or personal leave for FMLA leave used by reason of a birth, adoption, or foster placement, to the extent available by policy, unless otherwise agreed to by the District. In any other circumstance, an employee's accrued sick, vacation, personal, or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the District.

Notice. An employee must provide at least thirty (30) days notice before the FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, planned

medical treatment for a serious health condition, or military service leave of the employee or family member. If thirty (30) days notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for leave of absence as specified in this policy. The District may deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

Certification. All FMLA leave shall be supported by medical certificate provided by the employee's health provider in the form of the exhibit accompanying this policy. In any instance where the FMLA leave must be preceded by thirty (30) days notice, the medical certificate should accompany the request for leave of absence. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences.

Certification of active military duty or call to active duty in support of a contingency operation for purpose of receiving family leave shall be required under the same conditions as FMLA certification for leave indicated above.

The employee may be requested (at the District's expense) to provide recertification of medical conditions in support of leave if the District feels that the circumstances so warrant and notice is given. Recertification shall not be required for intervals shorter than thirty (30) days.

Whenever a medical certification or recertification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied FMLA leave or other rights under the FMLA unless a notice required by FMLA in such situation has first been provided to the employee.

In the case of continuation, recurrence, or onset of a serious health condition to the employee, covered family of the employee (including a service member being cared for by an employee) and the employee is unable to return to work, certification issued by the health care provider of the entity with the serious health condition shall be required to support the inability of the employee to return to work.

Intermittent or reduced time (IRT) leave. FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- If medically necessary to care for a family member or for the employee's own serious health condition; or
- because of any qualifying exigency the spouse, or a son, daughter, or parent, of the employee is on active duty, or notified of an impending call or order to active duty in support of a contingency operation; or
- if approved by the District.

The District may, for the term of the leave, transfer the employee to an alternative position with equivalent pay and benefits.

If the IRT leave is for an *instructional employee* (one whose principal function is to instruct students in a class, small group, or as individuals), the District can require the employee either to take leave for a period or periods of a particular duration not greater than the duration of the planned treatment or to transfer temporarily to an available alternative position with equivalent pay and benefits that provides better accommodation of recurring periods of leave, provided the leave is:

- Requested to care for a qualifying family member or as a result of the employee's serious health condition preventing job performance;
- Foreseeable, based upon planned medical treatment; and
- For more than twenty percent (20%) of the working days in the leave period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to schedule treatment so as not to unduly disrupt the educational program.

Special end-of-semester circumstances for instructional employees. Under each of the following conditions, leave for an instructional employee may be required to continue to the end of the academic semester:

- Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, and return to employment would occur during the last three (3) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last five (5) weeks of the semester, leave is for greater than two (2) weeks duration, and return to employment would occur during the last two (2) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last three (3) weeks of the semester and leave exceeds five (5) working days.

Employee notification. With each request for FMLA leave, the employee shall be notified:

- About FMLA by provision of the FMLA fact sheet (Exhibit EE).
- As appropriate concerning the expectations, obligations, and consequences of taking FMLA leave per 29 C.F.R. 825.301 of FMLA.
- That FMLA leave may be withheld until a requested notice is provided or the time frame is met.
- That if leave is granted to an employee who is unable to perform the work required, restoration may be denied until the employee has complied with the request to provide medical certification of ability to return to work.

The District will post notices in conspicuous places on the District premises that provide a summary of FMLA and information on how to file a charge for an FMLA violation.

Health care continuation. An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The District shall require the repayment of any health care premiums paid by the District for continuing coverage during the period of the FMLA leave if the employee fails to return to work after the FMLA leave expires and the failure to return is not due to circumstances beyond the employee's control.

Position restoration. Upon return from FMLA leave, an employee shall be restored to the same position held before the FMLA leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. The District requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from FMLA leave for a serious personal health condition. The District may delay the return of an instructional employee from FMLA leave at the end of a semester, in accordance with Section 825.602 of FMLA rules. The District may deny restoration of position to any key employee (i.e., one who is among the highest-paid ten percent [10%] of all employees of the District), in accordance with Section 825.218 of FMLA rules.

Workers' Compensation Insurance

Policy GBGD

All employees shall be covered by workers' compensation insurance for any accident while on assignment, including an accident on school property or while on official business off school property. An employee must report any such accident to the supervisor's office immediately, since a report on the time of the accident, persons involved, and how it happened is required.

When a job-related injury/accident requires medical attention and absence from the workplace, the following conditions shall apply:

- The physician will be responsible for reporting the circumstances of the injury to the District, the Industrial Commission, and the District's insurance carrier.

- During the first seven (7) days of absence due to a job-related injury/accident, the employee will be placed on sick leave, provided the employee has accumulated sufficient sick leave.
- If a job-related injury/accident results in more than seven (7) days absence, the insurance carrier will be responsible for handling the claim for lost pay. During such period the employee may be directed to:
    - Endorse over to the District the payments received from the insurance carrier, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the District, the employee's sick leave record will be adjusted for that fraction of the time paid by the insurance carrier (e.g., the insurance carrier pays one-half [1/2] of the normal salary of the employee, the sick leave will be adjusted on a pro rata basis); or
    - Draw compensation from the insurance carrier, provide the District with a record of such payment, and receive payment for sick leave pay for the uncompensated portion of missed time, up to the limit of accumulated sick leave.
- In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.
- An employee who has used all accumulated sick leave will be removed from the payroll and will receive only such amounts as are paid by the District's insurance carrier.

Flowing Wells School District encourages employees to mention any ideas, concerns, or suggestions for improved safety to your Supervisor or Superintendent. Violating safety rules, causing hazardous or dangerous situations, failing to report, or remedy unsafe situations may be lead to disciplinary action, up to and including termination of employment.

Unemployment Insurance

The District pays the entire amount of unemployment insurance. These funds are used to compensate those who are able and available for work but who become or remain unemployed through no fault of their own. Unemployment insurance is a legal requirement and law prescribes the benefits.

Arizona State Retirement System (ASRS)

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

Communications

Throughout the school year, the District produces newsletters, brochures, fliers, calendars, news releases, videos and other materials as well as maintains and updates the District website, Facebook page, and mobile application. These communication platforms offer students, parents, employees, and the community key information pertaining to school activities, achievements, and District initiatives.

Complaints and Grievances

Policy GBK

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Governing Board, therefore, authorizes the Superintendent to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level.

Such procedure shall provide for Board review of any grievance that cannot be resolved at the administrative level. In such instances, the affected individual may request that the Governing Board review the situation. Such request shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The Governing Board, at a time of its choosing, shall review the grievance and issue a response within fifteen (15) working days following such review.

The decision of the Governing Board is final.

Employee Conduct and Welfare

Employee Ethics

Policy GBEA

All employees of the District are expected to maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards.

The school employee:

- Makes the well-being of students the fundamental value of all decision making and actions.
- Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work
- Fulfills job responsibilities with honesty and integrity.
- Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.

- Supports the principle of due process and protects the civil and human rights of all individuals.
- Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- Implements the Governing Board's policies and administrative rules and regulations.
- Refrains from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- Avoids using position for personal gain through political, social, religious, economic, or other influence.
- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Stresses the proper use and protection of all school properties, equipment, and materials.
- Honors all contracts until fulfillment or release.

In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law.

Staff Conduct

Policy GBEB

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

Potential consequences to employees of the District who violate these rules may include, but are not limited to:

- Removal from school grounds.
- Both civil and criminal sanctions, which may include, but are not limited to, criminal proceedings under Title 13, Chapter 29, Arizona Revised Statutes.
- Warning.
- Reprimand.
- Suspension.
- Dismissal.
- Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any.

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury to employees, students or others on school property. All such reports shall be communicated to the Superintendent who shall be responsible for reporting to local law enforcement.

A person who is employed by the School District or is an applicant for employment with the School District, who is arrested for or charged with any non-appealable offense listed in section 41-1758.03, subsection B

and who does not immediately report the arrest or charge to the person's supervisor or potential employer is guilty of unprofessional conduct and the person shall be immediately dismissed from employment with the School District or immediately excluded from potential employment with the School District. A person dismissed from employment for failure to report being arrested for or charged with a non-appealable offense has no right to appeal under the provisions of A.R.S. 15-539, subsection G. Prior to an action to terminate for failure to report, an employee will be given the opportunity to provide a written explanation of circumstances or events which they believe mitigate the failure to report.

Any administrator, teacher, or other school employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical force upon the minor to the extent reasonably necessary and appropriate to maintain order. Similar physical force will be appropriate in self-defense, in the defense of other students and school personnel, and to prevent or terminate the commission of theft or criminal damage to the property of the District or the property of persons lawfully on the premises of the District.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

Harassment

Policy ACA

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member, or when made by a student to another student where:

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
- Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.
- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.

- Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

A substantiated charge against a student in the District shall subject that student to disciplinary action, which may include suspension or expulsion.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

Mandatory Reporting

A.R.S. §13-3620

The purpose of this Arizona State law is to ensure the safety of children.

Penalties for failing to report:

- Class 6 felony to fail to report "reportable offenses" which are sex offenses.
- Misdemeanor to fail to report physical injury, child abuse, and neglect.

Under what circumstances must a report be made?

Any district employee who reasonably believes that a minor has been the victim of physical injury, child abuse, abuse, neglect, or a reportable offense shall immediately report to law enforcement or Department of Child Safety (DCS).

- Physical injury—occurring other than by an accident and includes skin bruising, pressure sores, bleeding, failure to thrive, malnutrition, dehydration, burns, fracture of an bone, subdural hematoma, soft tissue swelling, or injury to any internal organ.
- Student to student intentional injuries—do not report bruises, cuts or scrapes unless severe; do report broken bones or injuries requiring stitches; do report a bully who continually causes injuries
- Child abuse—causing a child to suffer physical injury or having the care or custody of a child and permitting the child to be placed in a situation where the child is at substantial risk of being physically injured.
- Emotional abuse—only required to report serious emotional damage that has been diagnosed by a medical doctor or psychologist.
- Neglect—the inability or unwillingness of a parent, guardian or custodian of a child to provide that child with supervision, food, clothing, shelter, or medical care if there is substantial risk of harm to the child's health or welfare.
- Reportable offenses—in general, "reportable offenses" involve touching of the vagina, penis, anus, or female breast.
    - Touching can be over clothing.
    - Touching can be minor-to-minor, minor-to-adult or adult-to-minor.
    - The touching involves penetration, fondling, touching, oral contact.
- Other reportable offenses include:
    - Indecent exposure.

- Sexual indecency.
- Sexual exploitation of children.
- Furnishing harmful items to minors.
- Child prostitution.
- Incest.

What can you ask the child?

A school employee can only ask four questions:

- What happened?
- Who did it?
- Where were you when it happened?
- When did this happen?

Do not interview the child! Do not have a mental health practitioner try to determine if the report is credible.

What does "reasonable belief" mean?

This is a very low standard. If there are any facts from which one could reasonably conclude that a child has been the victim of one of the offenses, the person has a duty to report.

- You do NOT need visual evidence.
- It is NOT your job to determine to determine the truth or accuracy of the information.
- Reasonable belief may come from observations, the student, or a third party report.
- Do NOT initiate an investigation.
- Do NOT call the child in for an interview.
- Do NOT speak with the alleged abuser.
- Do NOT contact the parents—refer all inquiries to law enforcement or DCS.

What is the time frame for making the report?

- The verbal report to law enforcement or DCS should be made immediately—within 15 minutes.
- Call the front office and discreetly arrange for class coverage.
- Make the call with the principal, nurse or counselor present.
- All necessary phone numbers and paperwork are available in the front office of each school site.
- Complete the written report immediately after completing the verbal report.
- I*s the obligation to report satisfied if the matter is reported to the principal, nurse or counselor?*
    - NO. You must make the report to DCS or law enforcement.

What about sexual conduct between teenagers?

Not a mandatory report if the conduct was consensual and—

- Both parties are 14, 15, 16, 17, or
- One is 18 (adult) and no more than 24 months older than the minor, or
- One is 19 (adult) and is in high school and is no more than 24 months older than the minor.

Are there protections for an employee who makes a report?

Yes. A person who furnishes a report is immune from any civil or criminal liability unless the person acted with malice.

Non-emergency reporting procedures –All non-emergency situations where a child is not at immediate risk of abuse or neglect that could result in serious harm may be reported on-line via Online Reporting Service for Mandated Reporters at https://dcs.as.gov/report-child-abuse-or-neglect

Emergency reporting procedures – All emergency situations where a child faces an immediate risk of abuse or neglect that could result in serious harm MUST be reported by calling:

911 or 1-888-SOS-CHILD (1-888-767-2445) or TDD (Telecommunications Device for the Deaf): 602-530-1831 (1-800-530-1831).

Safe Operation of District Vehicles

All District vehicles will be operated in the safest manner possible. The following guidelines will apply:

- When driving, employees must be physically and mentally capable of operating any vehicle safely. No employee should operate a District vehicle after having consumed alcoholic beverages or having taken medication that may cause drowsiness.
- Drivers will obey all traffic laws and observe legal speed limits at all times.
- Any traffic citations will be the responsibility of the driver and shall be reported to their immediate supervisor as soon as possible.
- Employees will be responsible for maintaining in good mechanical operating condition any vehicles assigned to them. Necessary repairs may be requested on a transportation department work order.
- Employees will comply with all federal, state, and local laws and regulations regarding the use of mobile technology devices, including cellular telephones.
- Use of cellular telephones while driving not permitted.
- Employees will not send or read text messages or emails, dial cell phones, or view any type of electronic devices including GPS type systems and computers while driving.

Tobacco Use

Policy GBED

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- School grounds.
- School buildings.
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

Under the provisions of A.R.S. 36-798.03, a person who violates the prohibition is guilty of committing a petty offense.

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- Approved by the school.
- Established in accord with Arizona Revised Statute 15-712.

Drug-Free Workplace Requirements

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. 1308.11 through 1308.15.

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 business 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.

Conflict of Interest

Policy GBEAA

Business Relations

Any employee who has, or whose relative has, a substantial interest in any decision of the District shall make known this interest in the official records of the District, and shall refrain from participating in any manner as an employee in such a decision.

Refrain from participating in any manner means more than just refraining from making a final decision. It means participating in any way in the process leading up to a decision. An employee with a conflict of interest must not make recommendations, give advice, or otherwise communicate in any manner with anyone involved in the decision-making process.

Vendor Relations

No employee of the District will accept gifts from any person, group, or entity doing, or desiring to do, business with the District as described in Policy DJ, Purchasing (Purchasing Ethics Policy).

District Purchases from Employees

The District must comply with competitive purchasing rules for any acquisition of goods or services from District employees regardless of the dollar amount. The District may acquire equipment, material, supplies, or services from its employees only under an award or contract let after public competitive bidding [A.R.S. 38-503; A.G.O. I06-002]. The requirement applies to any purchase using District monies, including extracurricular activities fees, tax credit contributions, and monies held in trust by the District such as student activities monies, when a District employee acts as the vendor. Oral and written quotations do not satisfy the public competitive bidding requirements.

Employee Training and Acknowledgement of Understanding

The Governing Board may require annual employee training to ensure District conflict of interest policies are communicated to employees and acknowledged as received and understood. Each employee shall complete and sign the conflict of interest form, GBEAA-E, as determined by the District.

The District will investigate allegations of inadequate disclosure of substantial interests and/or inappropriate participation when a substantial interest may exist.

Visitors in the Workplace

Policy KI

The Superintendent shall establish school-visit procedures for the control of persons other than school personnel or students who enter District premises. Such procedures shall permit full use of all legal means to ensure that students, employees, and District property are properly safeguarded. No person, other than one who is a peace officer or one who has obtained specific authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds.

Parents are encouraged to visit the schools. All visitors to any school must report to the school office upon arrival. For those who wish to visit a classroom during the school day, it is preferred that the teacher and the principal be contacted in advance to arrange a day and time for such visit so as to avoid any conflicts with the school schedule. In visiting a classroom, parents must realize that the teacher's first responsibility is to the class as a whole, and the teacher will be unable to converse at any length with the visitor. If a conference is desired, arrangements will be made by the teacher for an appointment with the parent either before or after school hours.

No person may enter onto school premises, including visits or audits to a classroom or other school activity, without approval by the principal. Neither will any person be allowed to conduct or attempt to conduct any activity on school premises that has not had prior approval by the principal.

Anyone who is not a student or staff member of the District schools, and is in violation of this policy, may be asked to leave the property of the District. Failure to comply with the lawful directions of District officials or of District security officers or any other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so, will be against District regulations. Failure to obey such instructions may subject the person to criminal proceedings applicable under law.

Dress Standards

All employees are expected to present a professional image that is appropriate for the workplace setting and for the work being performed.

Copyrighted Materials

Policy EGAD

The District does not condone violations of the United States copyright law. Subject to certain specific exceptions, the owner of a copyright has the exclusive rights to reproduce, distribute, perform, or display the copyrighted work, or to authorize such reproduction, distribution, performance, or display by others.

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work for purposes of teaching, scholarship, or research is not an infringement of copyright. All of the following factors shall be considered in determining fair use:

- The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes.
- The nature of the copyrighted work.
- The amount and importance of the portion used in relation to the copyrighted work as a whole.
- The effect of the use upon the potential market for or value of the copyrighted work.

A further exception shall be performance or display of a work by instructors or students in the course of face-to-face teaching activities in a classroom or other similar place devoted to instruction.

Safety Rules and Conditions of Work

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 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.

Rules of Work Support Staff

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.

Attendance. 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.

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

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

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

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.

Lists of Rules 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.

Staff Use of Digital Communications and Electronic Devices

Policy GBEF

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 approved technologies when communicating with students or parents;

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

E. 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;

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

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

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

I. 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.

Staff Use of Digital Communications and Electronic Devices

Policy GBEF-R

Introduction

Employees are encouraged to use electronic communications to appropriately and responsibly participate in this rapidly growing environment of learning, collaboration, and relationship building. In light of ever-evolving technologies and online social tools, the District will review these guidelines annually to ensure they remain current to our needs.

The TAP Test

Employees should apply the Transparent, Accessible, and Professional (TAP) Test to all online tools and messages used on those tools. Electronic communication with one another, with students, and with parents should always be transparent, accessible, and professional, as defined below:

***T**ransparent*: Electronic communication between staff, students, and parents should be transparent. As a public school district, we are expected to maintain openness, visibility, and accountability with regard to all communications.

***A**ccessible*: Electronic communication between staff, students, and parents is a matter of public record and/or may be accessible by others.

***P**rofessional*: All electronic communication from staff to student or parent should be written as a professional representing the Flowing Wells Unified School District (FWUSD). This includes word choice, tone, grammar, and subject matter that model the standards and integrity of a professional educator. Always choose words that are courteous, conscientious, and generally businesslike in manner.

Before hitting "send" or "post" consider this question, "Would I mind if this information appeared on the front page of the local newspaper?" Please remember that e-mail and social networking are very public places.

Encouraged Communication Methods:

- District E-mail
- District Phone
- District Website
- School Website
- District Student Database
- District-Approved Applications, such as Google Classroom

These communication methods are always acceptable because they are monitored by the District, and conform to District-set parameters, filters, and firewalls. Messages and information using these tools can be monitored by the District, are retrievable, and may be produced as documentation, if required.

Employees are expected to follow District policies, regulations, and always protect student confidentiality and rights to privacy, just as though writing a letter or having a face-to-face conversation.

Use Caution Communication Methods:

- "Friending" parents - check privacy settings
- Contacting parents using personal phones

Use Extreme Caution Communication Methods:

- Personal social media for any contact with students or parents
- "Friending or following" students, or accepting friend or follow requests from students.
- Personal to personal e-mail
- Texting students/parents
- Calling students using personal phones

If planning to use a communication method from the "Use Caution" or "Use Extreme Caution" category, *the employee must*:

- Consult with the principal or supervisor to discuss how the tool will be used and to obtain approval.
- Contact the parents and document their consent for the student to participate.
- Have an opt-out option and a viable alternative for the student to participate.

Unacceptable Communications Methods:

- *Online Games and Related Activities*. While many people enjoy a variety of gaming systems (Wii, Xbox, etc.) and recreational websites that allow them to compete with others through the Internet, this is not an acceptable activity for staff members to engage in with students.

Important Reminders

Employees should be aware that e-mailing, texting, and other electronic communications between a staff member and student could be easily misinterpreted by a student or parent. If an employee or coach plans to send electronic communications a student's phone for immediate and urgent contact with students or team members, the employee or coach must be transparent about such use. Make the parents aware at the beginning of the school year or season that you will be e-mailing or texting.

Social media sites for personal purposes. Employees using Facebook to communicate with friends, family, and personal networks should ensure their privacy settings are set to "Friends." If the "Friends of Friends" or "Everyone" settings are used, employees open their content to a much larger group of people, including students and parents. Employees using Instagram should set their accounts to "Private." Employees using Twitter should change settings to approve follower requests. Employees should not use their District e-mail or phone number for communications on social media networks for personal accounts.

The wall between public educator and personal friend with students should always be visible and strongly communicated. Please talk to your principal/supervisor or human resources if you have any questions or concerns.

General Procedures

Emergencies

The District uses a text messaging system to notify employees in case of a situation that requires a lockdown. The system uses the current cell phone number entered in PowerSchool for each employee. It is the responsibility of the employee to notify the site administrative assistant if the cell phone number of the employee changes. All employees may opt into the emergency texting system by texting the word YES to 67587. As long as the cell phone number does not change, employees only need to opt-in one time.

Policy EBC

The Superintendent will develop and maintain District emergency plans for each school, department, and other facilities in the District and will coordinate such plans with the local law enforcement, fire, medical and hospital authorities as necessary. Training components for staff and students shall be included in the Superintendent's emergency plans.

Emergency response plans are confidential and exempt from public disclosure. The District shall not release emergency response plans to the public as part of a public records request. [A.R.S. 41-1803(G)]

The plans will be in accordance with minimum standards developed jointly by the Department of Education and the Division of Emergency Management within the Department of Emergency and Military Affairs. The plans will designate specific emergency drills to be conducted. Local responders shall periodically be invited to review the plan(s). Emergency plans developed by the Superintendent will be presented annually to the Board.

Personnel Records

Policy GBJ

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.

Records reasonably necessary or appropriate to maintain an accurate knowledge of disciplinary actions regarding staff members and the staff members' responses will be maintained. Disciplinary action records shall be open to inspection and copying unless such inspection and disclosure of records or information in the records is contrary to law.

The District may create such sub-files within a personnel file as are appropriate to ensure confidentiality of those files made confidential by law and efficient use of the file. Access to personnel files will be limited to authorized District officials and employees authorized to handle personnel files. Individual Board members may only inspect confidential staff files when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed. Employees may review their own files by making written requests to the Superintendent. Materials obtained prior to an employee's employment, such as confidential recommendations or interview notes, will not be available for review by the employee.

Unless otherwise specifically provided by law, a school district shall not:

- Use an individual's social security number on forms of identification.
- Transmit to another individual material that contains both the individual's social security number and the individual's financial institution account number. This does not preclude the transmission of documents of enrollment, amendment, termination, or contracting for financial services nor does it preclude transmitting documents confirming the accuracy of the numbers previously submitted.

The Superintendent shall prepare procedures to implement this policy and A.R.S. 44-1373 which restricts use of personal identifying information.

Documents within a personnel file may be reviewed by the public only to the extent that disclosure is compelled as a public record.

Facilities Use

Policy KF

School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes include but are not limited to the following: recreational, educational, political, economic, artistic, moral, social, religious, other civic, or governmental.

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. “Reasonable use fee” means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. “Education function” means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent - teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual (see cross referenced policies below). The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

Generally, the Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in section E of the policy manual (see cross referenced policies below). The District will use its best efforts to avoid conflicts with approved use of the

facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105. The School District and its Governing Board, employees, and agents shall be named an additional insured under the liability insurance policy during the use of the facilities and property.

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy JJIB.

Termination of Employment

Resignations

Policy GDQB

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck.

When an employee resigns, the separation date is the last day the employee works.

If an employee gives notice of a resignation then becomes ill, the Superintendent has the discretion to allow an employee to use accrued sick leave through to the resignation date originally indicated.

If an employee is exhausting approved sick leave for medical reasons and then resigns or dies before returning to work, the separation date is the date of resignation or death.

Upon voluntary termination of employment with Flowing Wells Schools after ten (10) or more years of service, a support 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):

Rates:

- 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)

Please note: Employees may not receive the total wages due as of the date of leaving until the following regular payday for payment in full of their wages.

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 may be required to pay an administrative charge of no more than two percent (2%) of the premium.

Discipline, Suspension, and Dismissal of Support Staff Members

Policy GDQF

Minor Disciplinary Action

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

Suspension without Pay for More than Five Days

At-will employees. The employment of an at-will employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct by the employee that, in the judgment of the Superintendent, is inappropriate. Before suspending an at-will employee, the Superintendent will inform the employee of intent to suspend the employee and will give the employee an informal opportunity to explain why, in the employee's opinion, the suspension should not be imposed. The Superintendent's decision will be final.

Term employees. The employment of a term employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct that, in the judgment of the Superintendent, is inappropriate. If the Superintendent intends to suspend a term employee without pay for more than five (5) days, the notice and hearing procedures prescribed for the dismissal of term employees shall be followed, except that the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. At the Superintendent's option, the Superintendent may request that the Governing Board act as the hearing officer. If the hearing officer or the Governing Board finds that there is not cause to suspend the employee without pay for more than five (5) days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.

Dismissal

At-will employees. The employment of an at-will employee may be terminated by action of the Governing Board for any reason, or for no reason, with or without advance notice, as the Governing Board desires. If the Superintendent recommends that the Governing Board terminate an at-will employee, the recommendation shall be submitted to the Governing Board in writing and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit to the Governing Board prior to the Board meeting a written response to the recommendation. If the at-will employee chooses to attend the Board meeting when the recommendation is considered, the Governing Board may, in its discretion, permit the employee to address the Governing Board concerning only the recommendation.

Term employees. The employment of a term employee may be terminated for cause by action of the Governing Board at any time prior to the expiration of the term of employment. For the purposes of this provision, *cause* means any conduct that, in the judgment of the District, is detrimental to the interests of the District or its personnel or students and shall include, without limitation thereto, the following:

- Absence without leave.
- Incompetence or inefficiency.
- Abuse of leave.
- Insubordination.
- Alcohol or drug impairment.

- Neglect of duty.
- Child abuse or molestation.
- Unauthorized possession of a weapon on school grounds.
- Discourteous treatment of the public.
- Unauthorized use of school property.
- Dishonest.
- Unlawful conduct.
- Excessive absenteeism.
- Use of illegal drugs.
- Fraud in securing employment.
- Violation of a direction of a supervisor.
- Improper attitude.
- Violation of a District policy or regulation.

If the Superintendent recommends termination of a term employee, a copy of the recommendation shall be delivered to the employee. The employee may request a hearing within five (5) work days after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver a written notice of the time and place of the hearing and a written statement that gives the reasons for the recommendation, a list of persons whom the Superintendent expects to testify in support of the recommendation (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the hearing in support of the recommendation.

The hearing shall be conducted by the Governing Board or by a person designated by the Governing Board within not less than five (5) work days and not more than thirty (30) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed by stipulation of the employee and the District, or by and in the sole discretion of the Governing Board or the hearing officer, or at the request of the aggrieved employee or the District for such reason or reasons as the Governing Board or hearing officer may deem appropriate.

The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

If a hearing officer is used, the hearing officer shall prepare a written statement of findings as to whether there is cause for termination of the employee and submit it to the Governing Board within ten (10) work days after the conclusion of the hearing. The Governing Board shall review the written statement and, if desired, the record, and the Governing Board's decision whether to accept the findings and whether to terminate employment or to impose other discipline shall be a final decision.

If the Governing Board conducts the hearing, it shall render a decision within ten (10) days after the conclusion of the hearing.

General Matters

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints filed after the expiration of the applicable time limitation will not be considered.

The filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.

A complaint relating to minor disciplinary action, suspension without pay for more than five (5) days, or dismissal shall not be processed as a grievance.

None of the procedures of this policy shall alter the status of an at-will employee.

This policy does not apply to:

- Any administrative recommendation or Governing Board action, discussion, or consideration involving the nonrenewal of a term employee.
- Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.
- The decision of the Superintendent to place a support staff member on administrative leave.
- Counseling of or directives to a support staff member regarding future conduct.

Student Issues

Special Instruction Programs

Policy IHB

A long-range plan will be the basis for providing special education services for students with exceptional needs and education requirements. These services may include specialized programs, personnel, facilities, materials, and equipment needed to promote the individual physical, social, intellectual, and emotional growth of exceptional students.

The Superintendent shall ensure that procedures provide educational opportunities for individuals with disabilities and shall accomplish District compliance with federal laws including the Individuals with Disabilities Education Act (IDEA), the Arizona revised statutes, and the lawful regulations of the State Board of Education. Such procedures shall include, but not be limited to, the following provisions:

A. The District will ensure that all children with disabilities, between the age of birth (0) through twenty-one (21) years, within the boundaries of the District, including children with disabilities who are homeless or wards of the state, and children with disabilities attending private schools or home schools, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated.

B. A free appropriate public education (FAPE) shall be available to all children with disabilities aged three (3) through twenty-one (21) years within the District's jurisdiction, including children advancing from grade to grade, those who have been suspended or expelled from school in accordance with the applicable IDEA rules and regulations, and any child with a disability the District has placed in or referred to a private school or facility. The District may refer to and contract with approved public or private agencies as necessary to ensure the provision of FAPE for children with disabilities. FAPE for an eligible student with a disability shall extend through conclusion of the instructional year during which the student attains the age of twenty-two (22).

C. A full and individual initial evaluation will be conducted by the public education agency before the initial provision of special education and related services to a child with a disability in accordance with 34 C.F.R. 300.300–300.311 of the IDEA regulations. A reevaluation of each child with a disability will be conducted by the public education agency in accordance with 34 C.F.R. 300.300–300.311 of the IDEA regulations.

D. Procedures for child identification and referral shall meet the requirements of the IDEA and its regulations, A.R.S. Title 15, chapter 7, and its regulations, and the State Board of Education rules R7-2-401.

E. The District shall ensure that an individualized education program (IEP) is developed and implemented for each eligible child served by the District and for each eligible child the District places in or referred to a private school or facility by the District in accordance with 34 C.F.R. 300.320 – 300.325 of the IDEA regulations. An

IEP or an individualized family service plan (IFSP) will be in place for each child with a disability prior to the provision of FAPE.

F. To the maximum extent appropriate, opportunities for the least restrictive environment, inclusion in educational exercises with regular program students, and for interaction with the total school environment will be provided to exceptional students, the exception to be only when the student's condition, with supplementary aids and services, make such regular class education unsatisfactory in accordance with 34 C.F.R. 300.114 – 300.117 of the IDEA regulations.

G. The District shall establish, maintain, and implement procedural safeguards that meet the requirements of 34 C.F.R. 300.300 – 300.311 of the IDEA regulations. Parents will be provided with notices of procedural safeguards in each specified instance and all due process conditions will be satisfied with respect to the provision of a free appropriate public education.

H. The District will ensure that protection of the confidentiality of any personal identifiable data, information, and records collected or maintained by the District will be in accordance with 34 C.F.R. 300.611-300.627.

I. To the extent essential to provide FAPE to children with disabilities aged three (3) through twenty-one (21), extended school year (ESY) services shall be made available and implemented as necessary.

J. Criteria for the graduation of exceptional students, including accomplishment in reading, writing, and mathematics, shall be as specified in the District policy on graduation requirements. Such standards shall be equivalent to or greater than those established by the State Board of Education.

K. Not later than March 1 of each year conduct a review of the reasonable and acceptable ratio of students per teacher for each disability category. The applicable ratios shall be specified in a regulation accompanying the District policy on class size.

L. The discipline of exceptional students, and unevaluated students suspected of having a qualifying disability, is to be conducted in such a manner as to comply with FAPE and requirements of IDEA.

A child with a disability may be disciplined for a violation of the student code of conduct, including removal from his or her current placement to an appropriate interim alternative education setting, another setting, suspension, or expulsion in accordance with IDEA Regulations 34 C.F.R. 300.530 through 300.536.

For the purpose of this policy as it relates to a child with a disability, *home school district* means the school district in which the person resides who has legal custody of the child as provided in A.R.S. 15-824. If the child is a ward of the state and a specific person does not have legal custody of the child or is a ward of this state and the child is enrolled in an accommodation school pursuant to A.R.S. 15-913, the home school district is the district the child last attended or, if the child has not previously attended a public school in this state, the school district within which the child currently resides.

The Superintendent is authorized and directed to establish procedures for the development and administration of the necessary programs, and to document District compliance with the law and this policy. Such procedures will be made available to staff members and to parents as necessary to enhance compliance.

Student Concerns, Complaints, and Grievances

Exhibit JII-EB

Students may present a complaint or grievance regarding one (1) or more of the following:

- Violation of the student's constitutional rights.
- Denial of an equal opportunity to participate in any program or activity for which the student qualifies not related to the student's individual capabilities.
- Discriminatory treatment on the basis of race, color, religion, sex, age, national origin, or disability.
- Concern for the student's personal safety.

Complaints and grievances related to allegations of student violence, harassment, intimidation or bullying are to be filed in accordance with Board Policy JICK provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and
- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

The guidelines to be followed are:

- The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint/grievance.
- The complaint/grievance shall be made only to a school administrator or a school staff member.
- The person receiving the complaint will gather information for the complaint form.
- All allegations shall be reported on forms with the necessary particulars as determined by the Superintendent. Forms are available in the school office.
- The person receiving the complaint shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.
- Any question concerning whether the complaint or grievance falls within this policy shall be determined by the Superintendent.
- A student or student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.
- A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident. False or unproven complaint documentation shall not be maintained.
- Retaliatory or intimidating acts against any student who has made a complaint under the District policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.
- Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.
- When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Hazing

Exhibit JICFA-EB

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to schools within twelve (12) calendar months. For purposes of this policy a person as specified above shall be considered a “student” until graduation, transfer, promotion or withdrawal from the school.

Definitions

“Hazing” means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

Directions

It is no defense to a violation of this policy if the victim consented or acquiesced to hazing.

In accord with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program or a legitimate military training program.

All students, teachers and staff shall take reasonable measures within the scope of their individual authority to prevent violations of this policy.

Reporting/Complaint Procedure

Students and others may report hazing to any professional staff member. Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accord with School policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing which includes possible child abuse or violations of statutes known to the staff member shall be treated in accord with statutory requirements and be reported to a law enforcement agency.

A person who complains or reports regarding hazing may complain or report directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum the report/complaint shall be put in writing containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the time line may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the person who reported the incident at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.

- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the Superintendent.

All violations of this policy shall be treated in accord with the appropriate procedures and penalties provided for in District policies related to the conduct and discipline of students, staff, and others.

Student Violence/Harassment/Intimidation/Bullying

Exhibit JICK-E

The Governing Board of the Flowing Wells Unified School District believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Governing Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps a student build a sense of community that promotes positive participation as citizens in society.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying, harassment, or intimidation in any form will not be tolerated.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

A. has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,

B. is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,

C. occurs when there is a real or perceived imbalance of power or strength, or

D. may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

A. verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,

B. exposure to social exclusion or ostracism,

C. physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting, and

D. damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other Internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying, harassment, or intimidation on school grounds, school property, school buses, at school bus stops, at school-sponsored events and activities, and through the use of

electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying, harassment, or intimidation which occurs outside of the school and the school day when such acts result in a substantial physical, mental, or emotional negative effect on the victim, while on school grounds, school property, school buses, at school bus stops, or at school-sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing being bullied, harassed, or intimidated or suspect another student is bullied, harassed, or intimidated should report their concern to any staff member of the School District. School personnel are to maintain appropriate confidentiality of the reported information.

Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying, harassment, or intimidation shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

Students found to be bullying, harassing, or intimidating others will be disciplined up to and including suspension or expulsion from school.

Knowingly submitting a false report under Policy JICK or this exhibit shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of Policy JICK or this exhibit, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying, harassment, or intimidation is a violation of the law.