

**OSBORN SCHOOL DISTRICT NO. 8**  
**GOVERNING BOARD MEETING**  
**May 7, 2024**

**Work Study 6:00PM**  
Doors open at 5:45 PM

**CONSISTENT WITH THE REQUIREMENT OF A.R.S. §38-431.02, NOTICE OF THIS  
MEETING HAS BEEN POSTED. LOCATION OF THE MEETING IS:**

**THE OSBORN DISTRICT OFFICE  
1226 WEST OSBORN ROAD  
PHOENIX, AZ 85013**

**AGENDA**

Agendas are available at least 24 hours prior to each meeting in the District Office at 1226 West Osborn Road, Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. One or more Board members may attend telephonically. Board members attending telephonically will be announced at the meeting. The board may vote to recess into an executive session for the purpose of obtaining legal advice from the board's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A)(3). Accommodations for individuals with disabilities, including alternative format materials, sign language interpretation, and assistive listening devices are available upon 72 hours' advance notice through the Office of the Superintendent 602-707-2002. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

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**I. Call to Order**

**II. Action Items**

A. Approval of Personnel Items

1. New Employees
2. Extra Duty Contracts
3. Employment Changes/Additions
4. Resignations
5. Terminations
6. Retirements
7. Leaves of Absence

**III. Discussion/Information Items**

- A. FY2025 Budget Committee Recommendations
- B. Personnel Policies

**IV. Adjournment**

**OSBORN SCHOOL DISTRICT NO. 8**

**May 6, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – II-A-1-7**

**Agenda Item**

**Approval of Personnel Items**

For Board:  Action       Discussion       Information

**Background –**

Per attached list.

Note: Due to HIPPA laws (Health Insurance Portability & Accountability Act) regarding privacy of health information, we do not include letters from individuals requesting FMLA because their medical conditions are mentioned in their letters. This information must be held confidential. Board members will simply know from the usual monthly listings that it is an FMLA request and understand that such requests are made due to one's own personal illness or injury or a close family members' illness or injury or the birth or adoption of a child, etc.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the Resignations/Terminations/Retirements and Employment/Changes/Additions as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**NEW EMPLOYEES: CERTIFIED**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Aiello, Robyn	Resource Teacher	CLA	7/23/2024	\$67,500
Bejerano, Vanessa	3rd Grade Dual Spanish Teacher	ENC	7/23/2024	\$57,000.00
Blanck, Brian	Master Teacher	SOL	7/23/2024	\$60,000.00
Boyle, Sarah	Director of Student Services	DO	7/1/2024	\$109,159.00
Chacon, Gabriel	5th Grade Teacher	SOL	7/23/2024	\$50,000.00
Chhim, Sokunthear	5th Grade Teacher	SOL	7/23/2024	\$50,000.00
Corrales Villanueva, Lorenna	4th Grade Dual Spanish Teacher	CLA	7/23/2024	\$50,000.00
Ellison, Brianne	Self-Contained Teacher	SOL	7/23/2024	\$52,500.00
Flores, Deimy	Social Worker	SOL	7/30/2024	\$57,487.00
Gonzalez Tena, Stephanie	6th Grade Dual Language	CLA	7/23/2024	\$50,000.00
Heath, Elizabeth	8th Grade Math	OMS	7/30/2024	\$64,466.00
Jeronimo, Saul	Special Education Teacher	ENC	7/23/2024	\$50,000.00
Morales Ruan, Jess	Montessori Teacher	MCS	7/23/2024	\$62,500.00
Moreno, Alexa	Girls PE Teacher	OMS	7/23/2024	\$51,000.00
Murray, Jennifer	Teacher	ENC	7/23/2024	\$50,000.00

**NEW EMPLOYEES: CLASSIFIED**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Cisneros, Nereida	Food II	CN	4/22/2024	\$15.11
Sanchez, Celma	Community Preschool Teacher	ENC	7/30/2024	\$25.96

**RATIFY ADDENDUM TO CONTRACT**

NAME

PROGRAM

AMOUNT

**PRE-APPROVAL ADDENDUM TO CONTRACT**

NAME

PROGRAM

AMOUNT

**ADDITIONAL ASSIGNMENTS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
Amado, Nayra	XD-Cafeteria Manager	Child Nutrition	6/3/2024	\$31.81
Campos, Sabrina	XD- Montessori Aftercare	Montecito	5/1/2024	\$22.62
Dagnino Montoya, Maria	XD-Cafeteria Manager	Child Nutrition	6/3/2024	\$23.02
Dominguez Zazueta, Maria	XD-Cafeteria Manager	Child Nutrition	6/3/2024	\$28.05
Houston, Jennifer	XD-Cafeteria Manager	Child Nutrition	6/3/2024	\$27.03
Luevanos Santos, Vanessa	XD- 21st Century Enrichment Volleyball Tournament Coord	Teaching & Learning	4/9/2024	\$26.05
Rojas, Elvia	XD- Custodian	M&T	4/18/2024	\$17.61

**CHANGE OF ASSIGNMENT**

<u>NAME</u>	<u>FROM POSITION</u>	<u>TO POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
Begay, Cassandra	Educational Asst .5 FTE	Educational Asst .9062 FTE	OMS	8/5/2024	\$15.84
Cecena, Araceli	MTSS	Master Teacher	LNV	7/30/2024	\$82,364.00
Cuevas Hernandez, Adriana	Behavior Technician	Educational Asst CC/SC	OMS	8/5/2024	\$22.90
Duran Solis, Yanet	School Clerk	Administrative Assistant	SOL	7/8/2024	\$21.44
Duran, Jessica	Educational Asst- Resource	Educational Asst- Library	SOL	7/31/2024	\$19.36
Gerrard, Desiree	Kindergarten Teacher	Kindergarten Teacher	SOL	7/30/2024	\$61,285.00
Gilliland, Cheryl	Bus Driver	Transportation Dispatcher	M&T	4/15/2024	\$27.87
Heiser, Morgan	5th Grade Teacher	.75 Early Literacy Reading	LNV	7/30/2024	\$44,286.00
Reddick, Annmarie	SLPA	Self Contained Teacher	SOL	7/23/2024	\$50,000.00
Renning, Amanda	AZTR Coordinator	Foundational Literacy Coach	T&L	7/30/2024	\$64,000.00

**NEW YEAR CLASSIFIED ASSIGNMENTS**

NAME

POSITION

LOCATION

DATE

RATE OF PAY

**NEW YEAR SUBSTITUTES ASSIGNMENTS**

**RESIGNATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Artea, Monica	Curriculum Specialist- Lang Acq.	T&L	6/28/2024
Brewer, Madisun	Behavior Technician	LNV	5/23/2024
Capetillo, Margarita	Intructional Tutor	OMS	5/23/2024
Flores, Genesis	EA Montessori	MCS	3/29/2024
Frye, Michelle	Educational Asst	SOL	4/9/2024
Granados, Guadalupe	Custodian	M&T	3/29/2024
Greenberg, Rebecca	Art Teacher	ENC	5/24/2024
Kuri Noriega, Maria	Teacher- Self Contained	SOL	5/3/2024
Reynolds, Maitlyn	7th Grade Language arts	OMS	5/24/2024
Sepulveda, Christina	Crossing Guard	M&T	4/9/2024

**TERMINATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
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**RETIREMENTS**

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Prutch, Mary	Administrative Assistant	SOL	5/31/2024

**LEAVE OF ABSENCES:**

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Holden, Elisya	FMLA	ENC	3/25/2024
Kelly-Hatcher, Mariah	LOA 24-25SY	DO	9/3/2024
Linn, Jennifer	Intermittent FMLA	OMS	3/25/2024
Parish, Christine	LOA	LNV	5/6/2024

**MILITARY LEAVE:**

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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NAME

PROGRAM

AMOUNT

**PRE-APPROVAL ADDENDUM TO CONTRACT**

NAME

PROGRAM

AMOUNT

Aken, Ann	Summer School Teacher 5/30-6/27/24	\$4,600.00
Borghaus, Sara	School Social Media Manager 9/20/23-5/24/24	\$1,500.00
Campbell, Amelia	Summer School Teacher 5/30-6/27/24	\$4,600.00
Cecdena, Araceli	Summer School Coordinator 5/30-6/27/24	\$6,600.00
Delgado, Cristina	School Social Media Manager 9/20/23-5/24/24	\$1,500.00
Elias Ulloa, Rosaisela	School Social Media Manager 9/20/23-5/24/24	\$1,500.00
Elias Ulloa, Rosaisela	Summer School teacher 5/30-6/27/24	\$4,600.00
Fernandez-Guillen, Adriana	Summer School Teacher 5/30-6/27/24	\$4,600.00
Formanek, John	Summer School Substitute 5/8/30 -6/27/24	\$4,600.00
Green, Maria	Summer School Teacher 5/30-6/27/24	\$4,600.00
Hasenstab, Stephanie	Summer School Teacher 5/30-6/27/24	\$4,600.00
Hernandez, Matthew	Summer School Teacher 5/30-6/27/24	\$4,600.00
Kahl, Kayce	Summer School Teacher 5/30-6/27/24	\$4,600.00
Linn, Jennifer	School Social Media Manager 9/20/23-5/24/24	\$1,500.00
Linn, Raymond	Summer School Teacher 5/30-6/27/24	\$4,600.00
Linn, Raymond	AQT Prep- Add on Thurs. 3/28-4/25/24	\$265.00
Linton Brown, Teola	21st CCLC Professional Learning 2/7/24	\$25.00
Marshall, Nolan	Summer School Teacher 5/30-6/27/24	\$4,600.00
Nickolich, Theresa	High Needs-Site Administrator 7/1/23-6/30/24	\$3,000.00
Pendall-Castro, Emily	Summer School Teacher 5/30-6/27/24	\$4,600.00
Perez Chavez, Jose	Summer School Teacher 5/30-6/27/24	\$4,600.00
Ramirez Garcia, Rocio	Summer School Teacher 5/30-6/27/24	\$4,600.00
Staron, Jennifer	Summer School Teacher 5/30-6/27/24	\$4,600.00
Stevens, Amber	Summer School Teacher 5/30-6/27/24	\$4,600.00
Wright, Samantha	Summer School Teacher 5/30-6/27/24	\$4,600.00



**OSBORN SCHOOL DISTRICT NO. 8**

**May 6, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – III-A**

**Agenda Item**

**FY2025 Budget Committee Recommendations**

For Board:     Action             Discussion             Information

**Background –**

The Budget Committee has been working this spring on developing a M&O budget recommendation to the Governing Board for FY25.

The attached projection for FY25 revenues is built using the current FY24 student counts and assuming KG enrollment is the same. The current projection includes a 2% inflationary increase. Revenues are projected to decrease by \$50,997 when compared to FY24 budget.

**Attached is a summary of the Budget Committee recommendations for 2024/25:**

Minutes from the 4.17.24 and 5.6.24 Budget Committee Meeting- Include salary increase recommendations for all employee groups along with one-time retention payments.

The List of Recommended Items presents a balanced budget for FY25.

**Legal**

**Financial**

Both school projects will be fully funded through the Canopy for Kids grant.

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Information.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT  
2024/25 M&O Budget Summary**

	<b>2023/24 Projections w/Leg bills</b>	<b>23/24 Revised #1</b>	<b>2024/25 Projections</b>	<b>Compared to FY24 Projections</b>
ADM	2267.477	2185.534	<b>2185.5342</b>	<b>(81.943)</b>
Weighted Count	3151.640	3081.995	3081.9946	<b>(69.646)</b>
Base Level	4775.27	4914.71	4914.71	
Inflation FY25- 2%	139.44		98.29	
Base Level per WSC	X 4914.71	4914.71	5013.00	
Base Level	= 15,489,391	15,147,110	15,450,052	<b>(39,339)</b>
Audit Fees	+ 30,000	33,000	33,000	
Base Support Level	15,519,391	15,180,110	15,483,052	
TRCL (transp control limit)	+ 705,740.57	705,740.57	705,740.57	
RCL (Revenue control limit)	16,225,132	15,885,850	16,188,792	<b>(36,339)</b>
15% Override	2,433,770	2,423,660	2,428,319	<b>(5,451)</b>
DAA Transfer*	1,038,000	1,038,000	1,038,000	
Tuition Revenue- ASDB	7,000	7,000	7,000	
5-Year \$75M allocation (P123)	150,321	148,285	145,000	<b>(5,321)</b>
<b>Total Revenues</b>	<b>19,854,222</b>	<b>19,502,795</b>	<b>19,807,111</b>	<b>(47,111)</b>
				<b>0</b>
One Time \$300M state aid	601,284	593,140	0	<b>0</b>
Budget Carryover- One time \$	1,503,886	2,811,531	1,500,000	<b>(3,886)</b>
ADM / Audit adjustment- one time \$		173,275	0	<b>0</b>
<b>Total Budget</b>	<b>21,959,392</b>	<b>23,080,741</b>	<b>21,307,111</b>	<b>(50,997)</b>
				<b>0</b>

## 4.17.24 Budget Committee Minutes

### Review Revenue Projections- 2% increase

#### M&O Revenue Increases

The maximum amount that schools can receive for inflation funding is **capped by the state at 2%** each year. As such, the district is projecting the base funding level per pupil will increase by 2%, or approx. \$98 per pupil. This is **\$348,000 in new revenue** and reduces the projected deficit to just over **(\$50,000)**.

#### Recap of M&O Savings & Cost Increases:

OSBORN SCHOOL DISTRICT #8	
Budget Committee Working Paper - 2024/25sy	
Revenues Increase / (Decrease)	\$ (50,997)
Budget Line Description	Increase / (Savings)
<b>Staffing Recommendations:</b>	
Classroom Teachers (2 FTE)	(115,000)
Montessori Teacher + 1 FTE	57,500
Special Education Teacher (1 FTE)	(57,500)
Special Education EA (.5 FTE)	(15,000)
COTA (.6 FTE)	(32,000)
DD PreK Teacher + .5 FTE	28,750
Gen Ed EA (6 from M&O)	(204,500)
Floater Subs (2.0)	(93,250)
Retirement Decrease - 12.29% to 12.27%	(2,522)
Health Insurance Costs- 5% increase	65,000
Professional Growth	55,184
Utility- APS Rate Increase 6-10%	44,800
District Department Budgets- 4% reduction	(72,000)

Additional non-classroom savings have been identified since the previous meeting, from District Department budgets. A 4% reduction = \$72,000 savings for the upcoming school year.

The combined savings and cost increases identified, leaves a **balance of \$290,000 for staff compensation increases.**

## Salary Recommendations

With the remaining \$290,000, **the committee is proposing a 2% increase to base pay for all employee groups- with no schedule enhancements.** This aligns with the state inflationary funding cap of 2%.

*Certified staff Endorsements, longevity and the newly added performance pay enhancement are not included in base pay increases. Classified staff longevity of \$.20 / \$.40 is not included in base pay increases.*

**The remaining deficit would be minimal, \$2,059. This would allow for a balanced budget committee recommendation to be presented to the Governing Board in May.**

## New General Fund Balance Policy

The AZ Auditor General has released new requirements for FY24 fund balances and districts will need to adopt policies to align. The District's General Fund is a combination of several unrestricted fund balances, the largest fund being M&O. **The District policy must include the following components as recommended by the Government Finance Officers Association (GFOA):**

- **Appropriate levels**
  - at least 2 months operating expenses
- **Use & Replenishment**
  - Define conditions warranting fund balance use
  - Guidelines for replenishing balances within 1-3 years
- **Prohibited use of funds for ongoing / recurring expenses**

**The District currently relies on \$1.5 million of annual M&O savings to fund the upcoming school year's expenditure commitments.** For many years now, it's been past practice for the district to use these one-time savings from attrition, vacancies, vendor contracts, etc. during the spring budget committee process. This often resulted in one-time savings being allocated to support ongoing salary increases and position costs. It's going to take time for the district to correct the \$1.5 million dependency on prior year savings that has been created by many years past practice. **However, any future M&O savings above the \$1.5 million will no longer be committed to ongoing or recurring expenses.**

## New apartment complex 19<sup>th</sup> and Camelback

Dr. Robert previously shared exciting news about a **new apartment complex opening in the Solano neighborhood for income assisted families.** We don't know how many students will choose to enroll in Osborn until the heavier summer registration season, nor will we know what grade levels, or specific needs the new students may have until then. **But we can't wait for actual numbers, the District needs to begin planning now for an increase in enrollment.**

This anticipated increase in enrollment is due to special circumstances and aligns to the new fund balance policy Use & Replenishment guidelines. **The District plans to use fund balance for the addition of one-time teaching positions in 24-25sy.** If the students show up as expected in August, then the fund

balance will be replenished with the current year funding generated by the growth in student counts. If the students do not show up, then the following year those additional teacher FTEs will not continue to be allocated, so as not to create a recurring expense/use of fund balance.

**9 Additional Teacher positions:**

- **Special Area Teachers (2 FTEs)** – The District’s original allocation of shared special area teachers across k-6 sites is not feasible with the anticipated student growth and additional classroom teacher positions needed.
- **Class size Reduction Teachers (7 FTEs)**
  - Solano- 2, OMS- 2, Encanto- 1, Clarendon- 1, Longview- 1  
*\*Solano & OMS anticipate the most growth due to location of new complex in the Solano/OMS neighborhood.*
- **Special Education Needs-** specifics are unknown at this time, but based on the District’s % of students with special needs we anticipate needed supports in this area as well.

Next meeting May 1 @ 3:45pm

# OSBORN SCHOOL DISTRICT #8

BUDGET COMMITTEE 5.1.24

## 1. Compensation Increases - 2% all employee groups

- Base pay doesn't include pay differentials, longevity, endorsements, or performance enhancement.

### Classified Staff example

\$18.04/hr - .20 longevity = \$17.84/hr base pay x 2% = \$18.20 new base rate + .20 longevity = \$18.40 new total. Increase of \$0.36

### Certified Teacher example

\$ 77,071 Base  
\$1000 endorsements  
\$1000 longevity  
\$2000 performance Pay enhancement  
**\$81,071 Total contract**

\$77,071 X 2% = \$78,612 new base + \$1000 endorsement + \$1000 longevity + \$2000 perf enhancement = \$82,612 new contract total. Increase of \$1,541.

## 2. Retention Stipends – final phase out of ESSER 3 funds

- **\$1250 per 1.0 FTE. Total of \$475,000**

*Returning staff, working more than 7 hours per day (35 hours per week) are considered 1.0. Staff who work less than 35 hours per week, payment will be prorated.*

**Next Meeting – Board Work Study 5/7 @ 6pm**

**OSBORN SCHOOL DISTRICT NO. 8**

**May 6, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – III-B**

**Agenda Item**

**Personnel Policies**

For Board:     Action             Discussion             Information

**Background –**

This spring a representative group of certified, classified, administrative, and classified exempt employees have been working with Dr. Robert, Dr. Woodland, and Mrs. Toscano on a Personnel Policy Committee. There are a limited number of policies that the group has examined, sought input for, and made recommended changes to. Those changes are hopeful to come to the board next month, so that by the time staff returns in August, we will have completed review and approval.

- GCC—Professional/Support Staff Leaves and Absences
- GCCA—Professional/Support Staff Undifferentiated Leave
- GCCG—Professional/Support Staff Voluntary Transfer of Accrued Sick Leave
- GCL—Professional Working Day
- GCQC—Resignation of Professional Staff Members

The discussion at the work study is to inform the board of the progress made on each of these policies and discussion thus far. The group has one meeting remaining before bringing policies to the board for action.

**Legal**

All revised policies will be reviewed by district counsel at Udall Shumway prior to Action.

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Information

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**May 6, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
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**Agenda Item Number – IV**

**Adjournment**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



**GCC ©**  
**PROFESSIONAL / SUPPORT STAFF**  
**LEAVES AND ABSENCES**

**(Absent Without Leave)**

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.

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.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)

**GCCA**  
**PROFESSIONAL / SUPPORT STAFF**  
**SICK LEAVE**

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 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 unused portion of such allowance shall accumulate to a maximum of one hundred eighty (180) days, at which time no more sick leave can be accumulated. As accumulated sick leave days are used and drop below one hundred eighty (180) days, an eligible employee may again accumulate sick leave up to the maximum limit.

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:

- A. Purpose for which sick leave is being taken.
- B. Expected date of return from sick leave.
- C. 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:

- A. 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;

B. 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;

C. 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 A, B, or C, above. Documentation signed by a health 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:

A. 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;

B. 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;

C. 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;

D. 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

E. 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 (90th) 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.

### **Sick Leave Buyback Upon Leaving the District**

Accumulated and unused sick leave may be purchased by the District from employees who have provided five (5) years of continuous service to the District, upon their leaving the District, provided the employees notify the District, in writing, as soon as feasible. Payment will be at the rate of one-third (1/3) of the daily rate of pay of the employee if funds are available, as determined by the Governing Board.

### **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.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-187](#)

[15-502](#)

[23-363](#)

[23-364](#)

[23-371](#)

[23-372](#)

[23-373](#)

[23-374](#)

[23-375](#)

CROSS REF.:

[GCBA](#) - Professional Staff Salary Schedules

**GCCG  
PROFESSIONAL / SUPPORT STAFF  
VOLUNTARY  
TRANSFER OF ACCRUED SICK LEAVE**

**Purpose**

The purpose of this policy is to establish a procedure whereby District employees may donate accumulated sick leave to other employees in time of need.

**Statement of Policy**

Some employees who experience severe financial hardship due to accident or illness may seek limited relief through the donation of leave from fellow employees to remain in a paid status after vacation, compensatory time, and sick leave have been exhausted. Such a policy is based on compassion and generosity and may promote a spirit of cohesiveness and mutual support among employees.

**Scope**

Donation of leave may be made among all levels of District employment and is based on the dollar value of the leave donated.

**Eligibility**

An employee is eligible to receive donated leave under the following circumstances:

- All sick leave, vacation leave, and compensatory time have been exhausted; and
- The employee is not eligible to receive benefits through a disability insurance program obtained through the District; and
- The employee is not eligible to receive payments from the retirement system of which the employee is a member; and
- The employee is not eligible to receive payments from Social Security; and
- The employee is not eligible for any publicly funded financial assistance program for disability.

The recipient of the donated leave must 1) currently be on an approved leave of absence without pay and must possess a physician's certification specifying



that the recipient is not yet able to return to work or 2) be experiencing recurring episodes of a single underlying condition such as asthma, diabetes, epilepsy, etc., and intermittent absences to receive multiple treatments for a serious condition that would likely result in an extended absence without treatment such as chemotherapy, radiations, etc., for cancer, physical therapy for severe arthritis, dialysis for kidney disease, etc. The recipient must have exhausted all paid vacation leave, sick leave, and compensatory time from District accounts.

### **Value of Donated Leave**

The dollar ratio of donated leave will be adjusted proportionately to the salaries of the donor and the recipient. The Superintendent is responsible for making such determination. The recipient and the District are under no obligation to repay the donated hours or monies.

While there is no limitation on the amount of leave that may be donated or received during the recipient's period of disability, no one employee's sick leave balance may be reduced through donation to less than fifteen (15) days of sick leave. The disabled employee may receive donations from any number of donor employees.

### **Procedure**

The procedure listed below will be followed:

- To initiate the transfer of leave, the donor must voluntarily request the "Donation of Leave Form" from the District office. The donor must indicate the name of the recipient and then complete the "Donor" portion of the form and sign the form before a notary public. After completion of the donor information, the form should be forwarded to the payroll department.
- The payroll department will then complete the recipient's section of the form and attach the physician's certificate of unavailability to perform current duties, as outlined. The completed form will then be sent to the Superintendent for approval.
- The payroll department will verify the physician's certification (requesting additional information if necessary). After approval, the original copy of the form will be kept by the payroll department, and copies will be forwarded to the recipient and the donor.
- If not approved, the Superintendent will indicate on the form the reason for disallowance, and copies will be sent to all appropriate parties.

Adopted: April 16, 2015

LEGAL REF.:  
A.G.O.  
I91-027

**GCL ©**  
**PROFESSIONAL STAFF**  
**SCHEDULES AND CALENDARS**

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. The Superintendent may alter or extend the school day for meetings, special events, and activities.

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

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly.

Teachers will perform duties other than classroom teaching. Extra duty assignments will be made by the Superintendent.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-521](#)

CROSS REF.:

[GCMF](#) - Professional Staff Duties and Responsibilities

[JLIA](#) - Supervision of Students