

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Special Meeting of the Governing Board
June 21, 2017, 4:30 p.m.

Public Notice - Meeting Agenda

Notice of this meeting has been posted consistent with the requirements of A.R.S. §38-431.02.
The meeting's location is the Board Room in the District Office, 7301 N. 58th Avenue, Glendale.

The Board reserves the right to change the order of items on the agenda, with the exception of public hearings, which are scheduled for a specific time. At the chair's discretion, the Board may carry over consideration of any business not concluded by 9:00 p.m. to the next regular meeting's agenda. Governing Board members may participate via telephone conference call if necessary. The Governing Board reserves the right to convene to executive session for the purpose of obtaining legal advice from its attorney for any item listed on the agenda, in person or by telephone, pursuant to A.R.S. §38-431.03(A)(3).

GOVERNING BOARD PRIORITIES

- Student Achievement
- Quality Teachers and Staff
- Financial Stability
- Community Engagement

OUR GOALS

Increase Student Achievement Eliminate the Achievement Gap

1. Call to Order and Roll Call

2. Opening Exercises

- a. Offer of Spanish Interpretation
- b. Moment of Silence
- c. Pledge of Allegiance
- d. Adoption of Agenda
- e. Approval of Acting Clerk (if necessary)

3. Special Recognition

None at this time.

4. Call to the Public

The public is invited to address the Board on any issue within its jurisdiction, subject to reasonable time, place and manner restrictions. Governing Board members are not permitted to discuss or take legal action on matters raised during open call to the public unless the matters are properly noticed for discussion and legal action. However, the law permits Board members to do the following at the conclusion of the open call to the public: (a) Respond to criticism made by those who have addressed the Board; (b) Ask staff to review a matter; or (c) Ask that a matter be put on a future agenda.

Those wishing to address the Board should complete a "Call to the Public" form and submit it to the Board Secretary prior to the start of the meeting. Each speaker will be provided three (3) minutes to address the Board, unless provided other direction by the Board. At the outset of the speaker's remarks, the speaker should state their name and the Board requests that the speaker provide his/her address.

5. Consent Agenda

Employment of Principal

It is recommended that the Governing Board approve the employment of Ms. Andrea Arellano as Principal of Discovery School, salary and benefits commensurate with other Principals.

6. Reports and Information Items

Proposition 206

The Administration will provide information regarding Proposition 206 legislation and related earned paid sick time and connections to required changes to governing board policies regarding leave.

7. Action Item

a. Proposed Expenditure Budget

It is recommended that the Governing Board approve the Proposed Expenditure Budget for Fiscal Year 2017-18 as presented.

b. Phased Retirement Plan

It is recommended that the Governing Board approve the Phased Retirement Plan as presented.

c. Un-adoption/Disposal of Obsolete Curriculum

It is recommended that the Governing Board approve un-adopting and disposing of the STORYtown Reading Curriculum for Grades K-5 and McDougal Littell 6-8 materials.

d. Resolution for Chief Disbursing Officer for Employee Garnishments

It is recommended that the Governing Board approve the Resolution appointing the Maricopa County Education Service Agency (MCESA), Superintendent of Schools Office as the statutory agent for all garnishment of wages made upon any employee of this District for the 2017-2018 Fiscal Year.

8. Adjournment

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 5.a TOPIC: Employment of Principal for Discovery School

SUBMITTED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 21, 2017

RECOMMENDATION:

It is recommended that the Governing Board approve the employment of Ms. Andrea Arellano as Principal of Discovery School, salary and benefits commensurate with other Principals.

RATIONALE:

A committee was formed to screen and interview candidates for the Discovery School Principal vacancy. The initial interview committee consisted of Discovery staff members, including two teachers, one support staff, and a parent. A Principal, an Assistant Superintendent and the Superintendent also participated. The committee was facilitated by the Assistant Superintendent for Human Resources.

As a result, it is recommended that Ms. Andrea Arellano be appointed as Principal of Discovery School. Andrea has been in the field of education for fifteen years, all of which have been with the Glendale Elementary School District. Ms. Arellano has most recently been employed as the Assistant Principal at Discovery School. Andrea also served as a 2nd grade teacher, librarian, 4th grade teacher and as a Social Emotional Specialist. Ms. Arellano has a Bachelor of Arts Degree in Education and a Master of Education in Educational Administration and Supervision from Arizona State University. She also earned a Master of Arts in Education in Educational Counseling from University of Phoenix.

We are honored to recommend Ms. Andrea Arellano to the position of Principal of Discovery School.

Salary Range: \$79,543. - \$89,573.

Source of Funding –
M & O State Federal
Budget _____ Grant _____ Grant _____ Capital _____ Other _____

Andrea Arellano

• aarellano@gesd40.org

Professional Objective

To obtain a principal position that will utilize my abilities in curriculum and instruction, collaboration, technology, and public relations, which will result in promoting achievement for all students.

Education

Arizona State University **December 2014**
Master of Education, Educational Administration and Supervision

University of Phoenix **May 2005**
Master of Education, Educational Counseling K-12

Arizona State University **December 2001**
Bachelor of Arts, Elementary Education

Professional Experience

Assistant Principal **January 2015-present**

- Assists in the supervision of school health and provides a safe and healthy school environment
- Manages student discipline
- Assists in the enforcement of student attendance policies and statutes.
- Monitors and evaluates grade-level collaborative team time
- Evaluates teachers using GESD's rubric
- Builds positive relationships with parents and community members
- Addresses parent/community concerns
- Builds partnerships with the community to assist student learning
- Facilitates professional development

Social Emotional Learning Specialist

July 2011 - present

Desert Garden School, Glendale Elementary School District

- Responded to crisis by taking a leadership role of the school
- Made data driven decisions when planning to meet the needs of whole classes, small groups, and individual students
- Developed comprehensive lesson plans that are effective and engaging for entire classes
- Designed prevention and intervention programs to promote student social and emotional learning needs
- Facilitated parent meetings about student concerns (behavior/emotional/social well-being)
- Consulted with and informed administration about the social/emotional needs of students
- Facilitated meetings for the development of Functional Behavioral Assessments and Behavior Intervention Plans
- Coached teachers in improving their classroom management
- Communicated regularly with staff, student, parents, and the community
- Served as the coordinator for After School Tutoring Program

Summer School Coordinator**Summer 2013**

Melvin E. Sine School, Glendale Elementary School District

Summer 2014

Bicentennial North School

- Supervised and supported teachers to foster a high achieving summer program
- Completed classroom walkthroughs to ensure effective instructional strategies were being implemented
- Continuously communicated to teachers, staff, students, and families
- Collected student achievement data and analyzed it to guide teacher's classroom instruction
- Maintained information of students
- Managed time sheets for staff

Fourth Grade Teacher**July 2009 – May 2011**

Horizon Elementary School, Glendale Elementary School District

- Lead Teacher for fourth grade team
- Planned and delivered staff development about Sequential Processing
- Mentor to an Arizona State University Student-Teacher
- Served as a member of the School Site Team

Librarian**July 2006 – May 2009**

Horizon Elementary School, Glendale Elementary School District

- Provided various reading resources for staff, students, and families
- Planned and facilitated Guest Author assemblies
- Planned and facilitated family-school evening events
- Wrote successful grant applications for performing arts activities
- Served as a member of the School Site Team

Second Grade Teacher**January 2002 – May 2006**

Bicentennial South School, Glendale Elementary School District

- Gifted Strand Teacher for the second grade level
- Served as Technology Mentor for campus

Honors**Everyday Hero****May 2012**

Desert Garden School

Teacher of the Year**May 2011**

Horizon School

Summa Cum Laude**December 2002**

Arizona State University

References

Norma Jauregui, Discovery School Principal

623-237-5305

Joseph De La Huerta, Desert Garden School Principal

623-237-4014

DeAnza Baker, Melvin E. Sine School, Principal

623-237-4004

GLENDALE ELEMENTARY SCHOOL DISTRICT

INFORMATIONAL AGENDA ITEM

AGENDA NO: 6.a TOPIC: Proposition 206

SUBMITTED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 21, 2017

The Administration will provide information regarding Proposition 206 legislation and earned paid sick time. Legal counsel will be available to answer questions.

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OFFICIAL TITLE
AN INITIATIVE MEASURE

AMENDING TITLE 23, CHAPTER 2, ARTICLE 8, ARIZONA REVISED STATUTES, BY AMENDING SECTIONS 23-363 and 23-364; AMENDING TITLE 23, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 8.1; RELATING TO ARIZONA'S MINIMUM WAGE AND EARNED PAID SICK TIME BENEFITS.

TEXT OF PROPOSED AMENDMENT

Be it enacted by the People of the State of Arizona:

Section 1. Short Title

This act may be cited as the "The Fair Wages and Healthy Families Act"

Sec. 2. Heading change

The article heading of title 23, chapter 2, article 8, Arizona Revised Statutes, is changed from "MINIMUM WAGE" to "MINIMUM WAGE AND EMPLOYEE BENEFITS".

Sec 3. Section 23-363, Arizona Revised Statutes, is amended to read:

23-363. Minimum wage

A. Employers shall pay employees no less than the minimum wage, which shall be ~~six dollars and seventy five cents (\$6.75) an hour beginning on January 1, 2007.~~ NOT LESS THAN:

1. \$10 ON AND AFTER JANUARY 1, 2017.
2. \$10.50 ON AND AFTER JANUARY 1, 2018.
3. \$11 ON AND AFTER JANUARY 1, 2019.
4. \$12 ON AND AFTER JANUARY 1, 2020.

B. The minimum wage shall be increased on January 1, 2008~~21~~ and on January 1 of successive years, by the increase in the cost of living. The increase in the cost of living shall be measured by the percentage increase as of August of the immediately preceding year over the level as of August of the previous year of the consumer price index (all urban consumers, U.S. city average for all items) or its successor index as published by the U.S. department of labor or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of five cents.

C. For any employee who customarily and regularly receives tips or gratuities from patrons or others, the employer may pay a wage up to \$3.00 per hour less than the minimum wage if the employer can establish by its records of charged tips or by the employee's declaration for federal insurance contributions act (FICA) purposes that for each week, when adding tips received to wages paid, the employee received not less than the minimum wage for all hours worked. Compliance with this provision will be determined by averaging tips received by the employee over the course of the employer's payroll period or any other period selected by the employer that complies with regulations adopted by the commission.

Sec. 4. Section 23-364, Arizona Revised Statutes, is amended to read:

23-364. Enforcement

A. The commission is authorized to enforce and implement this article and may promulgate regulations consistent with this article to do so. FOR PURPOSES OF THIS SECTION: (1) "ARTICLE" SHALL MEAN BOTH ARTICLE 8 AND ARTICLE 8.1 OF THIS CHAPTER; (2) "EARNED PAID SICK TIME" IS AS DEFINED IN SECTION 23-371, ARIZONA REVISED STATUTES; (3) "EMPLOYER" SHALL REFER TO THE DEFINITION OF EMPLOYER IN SECTION 23-362, ARIZONA REVISED STATUTES, FOR PURPOSES OF MINIMUM WAGE ENFORCEMENT AND SHALL REFER TO THE DEFINITION OF EMPLOYER IN SECTION 23-371, ARIZONA REVISED STATUTES, FOR PURPOSES OF EARNED PAID SICK TIME ENFORCEMENT; AND (4) "RETALIATION" SHALL MEAN DENIAL OF ANY RIGHT GUARANTEED UNDER ARTICLE 8 AND ARTICLE 8.1 OF THIS CHAPTER AND ANY THREAT, DISCHARGE, SUSPENSION, DEMOTION, REDUCTION OF HOURS, OR ANY OTHER ADVERSE ACTION AGAINST AN EMPLOYEE FOR THE EXERCISE OF ANY RIGHT GUARANTEED HEREIN INCLUDING ANY SANCTIONS AGAINST AN EMPLOYEE WHO IS THE RECIPIENT OF PUBLIC BENEFITS FOR RIGHTS GUARANTEED HEREIN. RETALIATION SHALL ALSO INCLUDE INTERFERENCE WITH OR PUNISHMENT FOR IN ANY MANNER PARTICIPATING IN OR ASSISTING AN INVESTIGATION, PROCEEDING OR HEARING UNDER THIS ARTICLE.

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B. No employer or other person shall DISCRIMINATE OR SUBJECT ANY PERSON TO RETALIATION ~~discharge or take any other adverse action against any person in retaliation~~ for asserting any claim or right under this article, for assisting any other person in doing so, or for informing any person about their rights. Taking adverse action against a person within ninety days of a person's engaging in the foregoing activities shall raise a presumption that such action was retaliation, which may be rebutted by clear and convincing evidence that such action was taken for other permissible reasons.

C. Any person or organization may file an administrative complaint with the commission charging that an employer has violated this article as to any employee or other person. When the commission receives a complaint, the commission may review records regarding all employees at the employer's worksite in order to protect the identity of any employee identified in the complaint and to determine whether a pattern of violations has occurred. The name of any employee identified in a complaint to the commission shall be kept confidential as long as possible. Where the commission determines that an employee's name must be disclosed in order to investigate a complaint further, it may so do only with the employee's consent.

D. Employers shall post notices in the workplace, in such format specified by the commission, notifying employees of their rights under this article. Employers shall provide their business name, address, and telephone number in writing to employees upon hire. Employers shall maintain payroll records showing the hours worked for each day worked, and the wages AND EARNED PAID SICK TIME paid to all employees for a period of four years. Failure to do so shall raise a rebuttable presumption that the employer did not pay the required minimum wage rate OR EARNED PAID SICK TIME. The commission may by regulation reduce or waive the recordkeeping and posting requirements herein for any categories of small employers whom it finds would be unreasonably burdened by such requirements. Employers shall permit the commission or a law enforcement officer to inspect and copy payroll or other business records, shall permit them to interview employees away from the worksite, and shall not hinder any investigation. Such information provided shall keep confidential except as is required to prosecute violations of this article. Employers shall permit an employee or his or her designated representative to inspect and copy payroll records pertaining to that employee.

E. A civil action to enforce this article may be maintained in a court of competent jurisdiction by a law enforcement officer or by any private party injured by a violation of this article.

F. Any employer who violates recordkeeping, posting, or other requirements that the commission may establish under this article shall be subject to a civil penalty of at least \$250 dollars for a first violation, and at least \$1000 dollars for each subsequent or willful violation and may, if the commission or court determines appropriate, be subject to special monitoring and inspections.

G. Any employer who fails to pay the wages OR EARNED PAID SICK TIME required under this article shall be required to pay the employee the balance of the wages OR EARNED PAID SICK TIME owed, including interest thereon, and an additional amount equal to twice the underpaid wages OR EARNED PAID SICK TIME. Any employer who retaliates against an employee or other person in violation of this article shall be required to pay the employee an amount set by the commission or a court sufficient to compensate the employee and deter future violations, but not less than one hundred fifty dollars for each day that the violation continued or until legal judgment is final. The commission and the courts shall have the authority to order payment of such unpaid wages, UNPAID EARNED SICK TIME, other amounts, and civil penalties and to order any other appropriate legal or equitable relief for violations of this article. Civil penalties shall be retained by the agency that recovered them and used to finance activities to enforce this article. A prevailing plaintiff shall be entitled to reasonable attorney's fees and costs of suit.

H. A civil action to enforce this article may be commenced no later than two years after a violation last occurs, or three years in the case of a willful violation, and may encompass all violations that occurred as part of a continuing course of employer conduct regardless of their date. The statute of limitations shall be tolled during any investigation of an employer by the commission or other law enforcement officer, but such investigation shall not bar a person from bringing a civil action under this article. No verbal or written agreement or employment contract may waive any rights under this article.

I. The legislature may by statute raise the minimum wage established under this article, extend coverage, or increase penalties. A county, city, or town may by ordinance regulate minimum wages and benefits within its geographic boundaries but may not provide for a minimum wage lower than that prescribed in this article. State agencies, counties, cities, towns and other political subdivisions of the state may consider violations of this article in determining whether employers may receive or renew public contracts, financial assistance or licenses. This article shall be liberally construed in favor of its purposes and shall not limit the authority of the legislature or any other body to adopt any law or policy that requires payment of higher or supplemental wages or benefits, or that extends such protections to employers or employees not covered by this article.

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Sec. 5. Title 23, chapter 2, Arizona Revised Statutes, is amended by adding article 8.1, to read:

ARTICLE 8.1. EARNED PAID SICK TIME

23-371. Definitions

FOR PURPOSES OF THIS ARTICLE:

A. "ABUSE" MEANS AN OFFENSE PRESCRIBED IN SECTION 13-3623, ARIZONA REVISED STATUTES.

B. "COMMISSION" IS AS DEFINED IN SECTION 23-362, ARIZONA REVISED STATUTES.

C. "DOMESTIC VIOLENCE" IS AS DEFINED IN SECTION 13-3601, ARIZONA REVISED STATUTES.

D. "EARNED PAID SICK TIME" MEANS TIME THAT IS COMPENSATED AT THE SAME HOURLY RATE AND WITH THE SAME BENEFITS, INCLUDING HEALTH CARE BENEFITS, AS THE EMPLOYEE NORMALLY EARNS DURING HOURS WORKED AND IS PROVIDED BY AN EMPLOYER TO AN EMPLOYEE FOR THE PURPOSES DESCRIBED IN SECTION 23-373 OF THIS ARTICLE, BUT IN NO CASE SHALL THIS HOURLY AMOUNT BE LESS THAN THAT PROVIDED UNDER THE FAIR LABOR STANDARDS ACT OF 1938 (29 UNITED STATES CODE SECTION 206(A)(1)) OR SECTION 23-363, ARIZONA REVISED STATUTES.

E. "EMPLOY" IS AS DEFINED IN SECTION 23-362, ARIZONA REVISED STATUTES.

F. "EMPLOYEE" IS AS DEFINED IN SECTION 23-362, ARIZONA REVISED STATUTES. EMPLOYEE INCLUDES RECIPIENTS OF PUBLIC BENEFITS WHO ARE ENGAGED IN WORK ACTIVITY AS A CONDITION OF RECEIVING PUBLIC ASSISTANCE.

G. "EMPLOYER" INCLUDES ANY CORPORATION, PROPRIETORSHIP, PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ASSOCIATION, POLITICAL SUBDIVISION OF THE STATE, INDIVIDUAL OR OTHER ENTITY ACTING DIRECTLY OR INDIRECTLY IN THE INTEREST OF AN EMPLOYER IN RELATION TO AN EMPLOYEE, BUT DOES NOT INCLUDE THE STATE OF ARIZONA OR THE UNITED STATES.

H. "FAMILY MEMBER" MEANS:

1. 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;

2. 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;

3. 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;

4. 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

5. ANY OTHER INDIVIDUAL RELATED BY BLOOD OR AFFINITY WHOSE CLOSE ASSOCIATION WITH THE EMPLOYEE IS THE EQUIVALENT OF A FAMILY RELATIONSHIP.

I. "RETALIATION" IS AS DEFINED IN SECTION 23-364, ARIZONA REVISED STATUTES.

J. "SEXUAL VIOLENCE" MEANS AN OFFENSE PRESCRIBED IN: (A) TITLE 13, CHAPTER 14, ARIZONA REVISED STATUTES, EXCEPT FOR SECTIONS 13-1408 AND 13-1422; OR (B) SECTIONS 13-1304(A)(3), 13-1307, 13-3019, 13-3206, 13-3212, 13-3552, 13-3553, 13-3554, OR 13-3560, ARIZONA REVISED STATUTES.

K. "STALKING" MEANS AN OFFENSE PRESCRIBED IN SECTION 13-2923, ARIZONA REVISED STATUTES.

L. "YEAR" MEANS A REGULAR AND CONSECUTIVE 12-MONTH PERIOD AS DETERMINED BY THE EMPLOYER.

23-372. Accrual of Earned Paid Sick Time

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A. EMPLOYEES OF AN EMPLOYER WITH 15 OR MORE EMPLOYEES SHALL ACCRUE A MINIMUM OF ONE HOUR OF EARNED PAID SICK TIME FOR EVERY 30 HOURS WORKED, BUT EMPLOYEES SHALL NOT BE ENTITLED TO ACCRUE OR USE MORE THAN 40 HOURS OF EARNED PAID SICK TIME PER YEAR, UNLESS THE EMPLOYER SELECTS A HIGHER LIMIT.

B. EMPLOYEES OF AN EMPLOYER WITH FEWER THAN 15 EMPLOYEES SHALL ACCRUE A MINIMUM OF ONE HOUR OF EARNED PAID SICK TIME FOR EVERY 30 HOURS WORKED, BUT EMPLOYEES SHALL NOT BE ENTITLED TO ACCRUE OR USE MORE THAN 24 HOURS OF EARNED PAID SICK TIME PER YEAR, UNLESS THE EMPLOYER SELECTS A HIGHER LIMIT.

C. IN DETERMINING THE NUMBER OF EMPLOYEES PERFORMING WORK FOR AN EMPLOYER FOR COMPENSATION DURING A GIVEN WEEK, ALL EMPLOYEES PERFORMING WORK FOR COMPENSATION ON A FULL-TIME, PART-TIME OR TEMPORARY BASIS SHALL BE COUNTED. IN SITUATIONS IN WHICH THE NUMBER OF EMPLOYEES WHO WORK FOR AN EMPLOYER FOR COMPENSATION PER WEEK FLUCTUATES ABOVE AND BELOW 15 EMPLOYEES PER WEEK OVER THE COURSE OF THE YEAR, AN EMPLOYER IS REQUIRED TO PROVIDE EARNED PAID SICK TIME PURSUANT TO SUBSECTION A OF THIS SECTION IF IT MAINTAINED 15 OR MORE EMPLOYEES ON THE PAYROLL FOR SOME PORTION OF A DAY IN EACH OF 20 DIFFERENT CALENDAR WEEKS, WHETHER OR NOT THE WEEKS WERE CONSECUTIVE, IN EITHER THE CURRENT OR THE PRECEDING YEAR (IRRESPECTIVE OF WHETHER THE SAME INDIVIDUALS WERE IN EMPLOYMENT IN EACH DAY).

D. ALL EMPLOYEES SHALL ACCRUE EARNED PAID SICK TIME AS FOLLOWS:

1. EARNED PAID SICK TIME AS PROVIDED IN THIS SECTION 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.

2. 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.

3. 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 40 HOURS IN EACH WORK WEEK FOR PURPOSES OF EARNED PAID SICK TIME ACCRUAL UNLESS THEIR NORMAL WORK WEEK IS LESS THAN 40 HOURS, IN WHICH CASE EARNED PAID SICK TIME ACCRUES BASED UPON THAT NORMAL WORK WEEK.

4. EARNED PAID SICK TIME SHALL BE CARRIED OVER TO THE FOLLOWING YEAR, SUBJECT TO THE LIMITATIONS ON USAGE IN SUBSECTIONS A AND B. ALTERNATIVELY, IN LIEU OF CARRYOVER OF UNUSED EARNED PAID SICK TIME FROM ONE 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 OF THIS ARTICLE THAT IS AVAILABLE FOR THE EMPLOYEE'S IMMEDIATE USE AT THE BEGINNING OF THE SUBSEQUENT YEAR.

5. IF AN EMPLOYEE IS TRANSFERRED TO A SEPARATE DIVISION, ENTITY OR LOCATION, BUT REMAINS EMPLOYED BY THE SAME EMPLOYER, THE EMPLOYEE IS ENTITLED TO ALL EARNED PAID SICK TIME ACCRUED AT THE PRIOR DIVISION, ENTITY OR LOCATION AND IS ENTITLED TO USE ALL EARNED PAID SICK TIME AS PROVIDED IN THIS SECTION. WHEN THERE IS A SEPARATION FROM EMPLOYMENT AND THE EMPLOYEE IS REHIRED WITHIN NINE MONTHS OF SEPARATION BY THE SAME EMPLOYER, PREVIOUSLY ACCRUED EARNED PAID SICK 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.

6. 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.

7. AT ITS DISCRETION, AN EMPLOYER MAY LOAN EARNED PAID SICK TIME TO AN EMPLOYEE IN ADVANCE OF ACCRUAL BY SUCH EMPLOYEE.

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E. 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.

F. NOTHING IN THIS ARTICLE 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.

23-373. Use of Earned Paid Sick Time

A. EARNED PAID SICK TIME SHALL BE PROVIDED TO AN EMPLOYEE BY AN EMPLOYER FOR:

1. 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;
2. 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;
3. CLOSURE OF THE EMPLOYEE'S PLACE OF BUSINESS BY ORDER OF A PUBLIC OFFICIAL DUE TO A PUBLIC HEALTH EMERGENCY OR AN EMPLOYEE'S NEED TO CARE FOR A CHILD WHOSE SCHOOL OR PLACE OF CARE HAS BEEN CLOSED BY ORDER OF A PUBLIC OFFICIAL DUE TO A PUBLIC HEALTH EMERGENCY, OR CARE FOR ONESELF OR A FAMILY MEMBER WHEN IT HAS BEEN DETERMINED BY THE HEALTH AUTHORITIES HAVING JURISDICTION OR BY A HEALTH CARE PROVIDER THAT THE EMPLOYEE'S OR FAMILY MEMBER'S PRESENCE IN THE COMMUNITY MAY JEOPARDIZE THE HEALTH OF OTHERS BECAUSE OF HIS OR HER EXPOSURE TO A COMMUNICABLE DISEASE, WHETHER OR NOT THE EMPLOYEE OR FAMILY MEMBER HAS ACTUALLY CONTRACTED THE COMMUNICABLE DISEASE; OR
4. NOTWITHSTANDING SECTION 13-4439, ARIZONA REVISED STATUTES, ABSENCE NECESSARY DUE TO DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING, PROVIDED THE LEAVE IS TO ALLOW THE EMPLOYEE TO OBTAIN FOR THE EMPLOYEE OR THE EMPLOYEE'S FAMILY MEMBER:
 - (a) MEDICAL ATTENTION NEEDED TO RECOVER FROM PHYSICAL OR PSYCHOLOGICAL INJURY OR DISABILITY CAUSED BY DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING;
 - (b) SERVICES FROM A DOMESTIC VIOLENCE OR SEXUAL VIOLENCE PROGRAM OR VICTIM SERVICES ORGANIZATION;
 - (c) PSYCHOLOGICAL OR OTHER COUNSELING;
 - (d) RELOCATION OR TAKING STEPS TO SECURE AN EXISTING HOME DUE TO THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING; OR
 - (e) LEGAL SERVICES, INCLUDING BUT NOT LIMITED TO PREPARING FOR OR PARTICIPATING IN ANY CIVIL OR CRIMINAL LEGAL PROCEEDING RELATED TO OR RESULTING FROM THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING.

B. 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.

C. 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.

D. 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

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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.

E. 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.

F. 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.

G. FOR EARNED PAID SICK TIME OF THREE 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 SUBSECTION A. 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. IN CASES OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING, ONE OF THE FOLLOWING TYPES OF DOCUMENTATION SELECTED BY THE EMPLOYEE SHALL BE CONSIDERED REASONABLE DOCUMENTATION:

1. A POLICE REPORT INDICATING THAT THE EMPLOYEE OR THE EMPLOYEE'S FAMILY MEMBER WAS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING;

2. A PROTECTIVE ORDER; INJUNCTION AGAINST HARASSMENT; A GENERAL COURT ORDER; OR OTHER EVIDENCE FROM A COURT OR PROSECUTING ATTORNEY THAT THE EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER APPEARED, OR IS SCHEDULED TO APPEAR, IN COURT IN CONNECTION WITH AN INCIDENT OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE, OR STALKING;

3. A SIGNED STATEMENT FROM A DOMESTIC VIOLENCE OR SEXUAL VIOLENCE PROGRAM OR VICTIM SERVICES ORGANIZATION AFFIRMING THAT THE EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS RECEIVING SERVICES RELATED TO DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE, OR STALKING;

4. A SIGNED STATEMENT FROM A WITNESS ADVOCATE AFFIRMING THAT THE EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS RECEIVING SERVICES FROM A VICTIM SERVICES ORGANIZATION;

5. A SIGNED STATEMENT FROM AN ATTORNEY, MEMBER OF THE CLERGY, OR A MEDICAL OR OTHER PROFESSIONAL AFFIRMING THAT THE EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE, OR STALKING; OR

6. AN EMPLOYEE'S WRITTEN STATEMENT AFFIRMING THAT THE EMPLOYEE OR THE EMPLOYEE'S FAMILY MEMBER IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE, OR STALKING, AND THAT THE LEAVE WAS TAKEN FOR ONE OF THE PURPOSES OF SUBSECTION A, PARAGRAPH 4 OF THIS SECTION. THE EMPLOYEE'S WRITTEN STATEMENT, BY ITSELF, IS REASONABLE DOCUMENTATION FOR ABSENCES UNDER THIS PARAGRAPH. THE WRITTEN STATEMENT DOES NOT NEED TO BE IN AN AFFIDAVIT FORMAT OR NOTARIZED, BUT SHALL BE LEGIBLE IF HANDWRITTEN AND SHALL REASONABLY MAKE CLEAR THE EMPLOYEE'S IDENTITY, AND IF APPLICABLE, THE EMPLOYEE'S RELATIONSHIP TO THE FAMILY MEMBER.

H. THE PROVISION OF DOCUMENTATION UNDER SUBSECTION G DOES NOT WAIVE OR DIMINISH ANY CONFIDENTIAL OR PRIVILEGED COMMUNICATIONS BETWEEN A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE, OR STALKING WITH ONE OR MORE OF THE INDIVIDUALS NAMED IN SUBSECTION G.

I. AN EMPLOYER MAY NOT REQUIRE THAT DOCUMENTATION UNDER SUBSECTION G EXPLAIN THE NATURE OF THE HEALTH CONDITION OR THE DETAILS OF THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING.

23-374. Exercise of Rights Protected; Retaliation Prohibited

A. 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 UNDER THIS ARTICLE.

B. AN EMPLOYER SHALL NOT ENGAGE IN RETALIATION OR DISCRIMINATE AGAINST AN EMPLOYEE OR FORMER EMPLOYEE BECAUSE THE PERSON HAS EXERCISED RIGHTS PROTECTED UNDER THIS ARTICLE. SUCH RIGHTS INCLUDE BUT ARE NOT LIMITED TO THE RIGHT TO REQUEST OR USE EARNED PAID SICK TIME PURSUANT TO THIS ARTICLE; THE RIGHT TO FILE A COMPLAINT WITH THE

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COMMISSION OR COURTS OR INFORM ANY PERSON ABOUT ANY EMPLOYER'S ALLEGED VIOLATION OF THIS ARTICLE; THE RIGHT TO PARTICIPATE IN AN INVESTIGATION, HEARING OR PROCEEDING OR COOPERATE WITH OR ASSIST THE COMMISSION IN ITS INVESTIGATIONS OF ALLEGED VIOLATIONS OF THIS ARTICLE; AND THE RIGHT TO INFORM ANY PERSON OF HIS OR HER POTENTIAL RIGHTS UNDER THIS ARTICLE.

C. IT SHALL BE UNLAWFUL FOR AN EMPLOYER'S ABSENCE CONTROL POLICY TO COUNT EARNED PAID SICK TIME TAKEN UNDER THIS ARTICLE AS AN ABSENCE THAT MAY LEAD TO OR RESULT IN DISCIPLINE, DISCHARGE, DEMOTION, SUSPENSION, OR ANY OTHER ADVERSE ACTION.

D. PROTECTIONS OF THIS SECTION SHALL APPLY TO ANY PERSON WHO MISTAKENLY BUT IN GOOD FAITH ALLEGES VIOLATIONS OF THIS ARTICLE.

23-375. 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 UNDER THIS ARTICLE, 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 THIS ARTICLE IS DENIED BY THE EMPLOYER OR THE EMPLOYEE IS SUBJECT TO RETALIATION FOR REQUESTING OR TAKING EARNED PAID SICK TIME, AND THE CONTACT INFORMATION FOR THE COMMISSION WHERE QUESTIONS ABOUT RIGHTS AND RESPONSIBILITIES UNDER THIS ARTICLE CAN BE ANSWERED.

B. THE NOTICE REQUIRED IN SUBSECTION A SHALL BE IN ENGLISH, SPANISH, AND ANY LANGUAGE THAT IS DEEMED APPROPRIATE BY THE COMMISSION.

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 COMMISSION SHALL CREATE AND MAKE AVAILABLE TO EMPLOYERS, IN ENGLISH, SPANISH, AND ANY LANGUAGE DEEMED APPROPRIATE BY THE COMMISSION, MODEL NOTICES THAT CONTAIN THE INFORMATION REQUIRED UNDER SUBSECTION A FOR EMPLOYERS' USE IN COMPLYING WITH SUBSECTION A.

E. AN EMPLOYER WHO VIOLATES THE NOTICE REQUIREMENTS OF THIS SECTION SHALL BE SUBJECT TO A CIVIL PENALTY ACCORDING TO SECTION 23-364(F), ARIZONA REVISED STATUTES.

23-376. Regulations

THE COMMISSION SHALL BE AUTHORIZED TO COORDINATE IMPLEMENTATION AND ENFORCEMENT OF THIS ARTICLE AND SHALL PROMULGATE APPROPRIATE GUIDELINES OR REGULATIONS FOR SUCH PURPOSES.

23-377. Confidentiality and Nondisclosure

AN EMPLOYER MAY NOT REQUIRE DISCLOSURE OF DETAILS RELATING TO DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING OR THE DETAILS OF AN EMPLOYEE'S OR AN EMPLOYEE'S FAMILY MEMBER'S HEALTH INFORMATION AS A CONDITION OF PROVIDING EARNED PAID SICK TIME UNDER THIS ARTICLE. IF AN EMPLOYER POSSESSES HEALTH INFORMATION OR INFORMATION PERTAINING TO DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING ABOUT AN EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER, SUCH INFORMATION SHALL BE TREATED AS CONFIDENTIAL AND NOT DISCLOSED EXCEPT TO THE AFFECTED EMPLOYEE OR WITH THE PERMISSION OF THE AFFECTED EMPLOYEE.

23-378. Encouragement of More Generous Earned Paid Sick Time Policies; No Effect on More Generous Policies or Laws

A. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO DISCOURAGE OR PROHIBIT AN EMPLOYER FROM THE ADOPTION OR RETENTION OF AN EARNED PAID SICK TIME POLICY MORE GENEROUS THAN THE ONE REQUIRED HEREIN.

B. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED AS DIMINISHING THE OBLIGATION OF AN EMPLOYER TO COMPLY WITH ANY CONTRACT, COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT BENEFIT PLAN OR OTHER AGREEMENT PROVIDING MORE GENEROUS PAID SICK TIME TO AN EMPLOYEE THAN REQUIRED HEREIN. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED AS DIMINISHING THE RIGHTS OF PUBLIC EMPLOYEES REGARDING PAID SICK TIME OR USE OF PAID SICK TIME.

C. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO SUPERSEDE ANY PROVISION OF ANY LOCAL LAW THAT PROVIDES GREATER RIGHTS TO PAID SICK TIME THAN THE RIGHTS ESTABLISHED UNDER THIS ARTICLE.

23-379. Other Legal Requirements

A. NOTHING IN THIS ARTICLE SHALL BE INTERPRETED OR APPLIED SO AS TO CREATE A CONFLICT WITH FEDERAL LAW.

B. THIS ARTICLE PROVIDES MINIMUM REQUIREMENTS PERTAINING TO EARNED PAID SICK TIME AND SHALL NOT BE CONSTRUED TO PREEMPT, LIMIT, OR OTHERWISE AFFECT THE APPLICABILITY OF ANY OTHER LAW, REGULATION, REQUIREMENT, POLICY, OR STANDARD THAT PROVIDES FOR GREATER ACCRUAL OR USE BY EMPLOYEES OF EARNED PAID SICK TIME OR THAT EXTENDS OTHER PROTECTIONS TO EMPLOYEES.

23-380. Public Education and Outreach

THE COMMISSION MAY DEVELOP AND IMPLEMENT A MULTILINGUAL OUTREACH PROGRAM TO INFORM EMPLOYEES, PARENTS AND PERSONS WHO ARE UNDER THE CARE OF A HEALTH CARE PROVIDER ABOUT THE AVAILABILITY OF EARNED PAID SICK TIME UNDER THIS ARTICLE. THIS PROGRAM MAY INCLUDE THE DISTRIBUTION OF NOTICES AND OTHER WRITTEN MATERIALS IN ENGLISH, SPANISH, AND ANY LANGUAGE DEEMED APPROPRIATE BY THE COMMISSION TO ALL CHILD CARE AND ELDER CARE PROVIDERS, DOMESTIC VIOLENCE SHELTERS, SCHOOLS, HOSPITALS, COMMUNITY HEALTH CENTERS AND OTHER HEALTH CARE PROVIDERS.

23-381. Collective Bargaining Agreements

ALL OR ANY PORTION OF THE EARNED PAID SICK TIME REQUIREMENTS OF THIS ARTICLE SHALL NOT APPLY TO EMPLOYEES COVERED BY A VALID COLLECTIVE BARGAINING AGREEMENT, TO THE EXTENT THAT SUCH REQUIREMENTS ARE EXPRESSLY WAIVED IN THE COLLECTIVE BARGAINING AGREEMENT IN CLEAR AND UNAMBIGUOUS TERMS. NO PROVISIONS OF ARTICLE 8.1 SHALL APPLY TO EMPLOYEES COVERED BY A COLLECTIVE BARGAINING AGREEMENT IN EFFECT ON THE EFFECTIVE DATE OF THIS ACT UNTIL THE STATED EXPIRATION DATE IN THE COLLECTIVE BARGAINING AGREEMENT.

Sec. 6. Saving Clause

This act does not affect rights and duties that matured, penalties that were incurred and proceedings that were begun before the effective date of this act.

Sec. 7. Severability

If a provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act that can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

SECRETARY OF STATE
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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. Family, for purposes of sick leave, shall include:

Spouse	Grandparents
Children	Grandchildren
Parents	Like relations created by marriage
Siblings	(e.g., stepchild, father-in-law, et cetera)

Sick leave may include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days.

Eligible *professional staff* members shall be credited with a sick leave allowance to a maximum of thirteen (13) days, contingent on the number of months employed during the fiscal year four (4) of which will be allocated for personal business. Two (2) days of sick leave and two (2) days of personal business shall be credited at the time the employees receive their first paycheck, and the remaining days shall be accrued through the remainder of their work calendar. Professional staff members hired after the date of the first payroll warrant for the employee's position shall receive a pro-rated sick leave allocation at the time of their first paycheck. Unused days allocated as personal business will roll into sick leave balances at the end of each year. The unused portion of the sick leave allowance shall accumulate without limit.

Eligible *support staff* members shall be credited with a sick leave allowance to a maximum of thirteen (13) days, contingent on the number of hours and months employed during the fiscal year.

An employee who separates from employment with the District having used sick leave in excess of the prorated amount to which the employee was eligible during the period of employment shall have a deduction for the excess leave taken from their final salary payment.

Sick leave may be used for childbirth during the time the physician verifies that the employee is physically unable to perform her normal duties.

A staff member who is or will be the father or the grandparent of a newborn child will be allowed two (2) days of sick leave for the birth. In the event of medical complications, more than two (2) days of sick leave may be allowed.

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.

Sick leave is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner (with verification required if requested by the Superintendent). The District may, at

District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of sick leave is appropriate or 2) whether return to duty is appropriate. A statement may also be requested when the District has reason to believe that the employee might be harmed by a premature return to work.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Other types of leave may be deducted from accumulated sick leave when an employee is temporarily unable to carry out the performance of assigned duties and/or responsibilities. If the employee refuses the "Return to Work" offer, the employee will not be allowed to use sick or donated leave to make up the difference for the wages they could have earned.

Sick Leave Buy Back

The District may offer as a benefit of employment the ability for employees to receive compensation for accrued but unused sick leave (sick leave buy back). The Governing Board shall approve the eligibility requirements, requisite timelines for application and payment, and compensation amounts for any sick leave buy-back program.

Adopted: December 8, 2016

LEGAL REF.:

A.R.S.

15-187

15-502

CROSS REF.:

GCBA - Professional Staff Salary Schedules

GCCA-R

REGULATION

PROFESSIONAL / SUPPORT STAFF SICK LEAVE

Short-Term Disability Leave

The District will provide to employees short-term disability insurance. An employee who goes on short-term disability must first use all accumulated sick leave. The leave is for ninety (90) calendar days from the onset of the disabling incident. The payment for short-term disability shall be two-thirds (2/3) of pay, not to exceed five thousand dollars (\$5,000) per month, which is provided by Mutual Benefit Life Insurance Company.

Long-Term Disability Leave

An employee for whom a leave of absence for long-term disability is authorized will notify the personnel department. The employee's name will then be placed on the Governing Board meeting agenda to notify the Board of such action.

Hospitalization and major medical insurance premiums may be paid by the employee at a group insurance rate through the District. The Arizona State Retirement System (ASRS) contributes toward premium payments. The District will continue to pay the employee's life insurance premiums for nine (9) months after leave is authorized. A waiver will then be sent to the insurance company for approval of continued coverage by the insurance company. If this waiver is approved, the employee will be covered until age sixty-five (65).

If the employee returns to District service within a year, all rights of tenure, retirement, accrued leave, salary increments, and other benefits provided by law shall be preserved at the level earned when leave was taken, and the employee will be considered for any position comparable to the original position, with the understanding that when an opening occurs in the category formerly held, the employee will be given consideration for the position.

If the employee does not return to work after one (1) year, the District has no further obligation to the employee. The employee will be terminated. This action will occur when the employee's name is placed on a Governing Board meeting agenda to notify the Board of such action. If the employee cannot return to District service after one (1) year, the employee may request an extension of the leave of absence from the Governing Board to a maximum of one (1) year per request.

Support Staff Accrual and Use of Sick Leave

Sick leave for support staff personnel is posted in hours on the first day of business of each month, and there will be no limit on the amount of sick leave that an employee may accrue. Sick leave is charged to the employee's record on an hourly basis. A "dock", or pay reduction may be made when the employee's absence exceeds the amount of sick leave the employee has accrued.

Annual Sick Leave Buyback Option

Glendale Elementary School District (GESD) offers a limited annual sick leave buy-back option for employees who are returning to work in the subsequent fiscal year, have accrued paid sick leave and meet certain criteria as defined herein. To be eligible to use the annual sick leave buy back benefit, an employee may not have been on an improvement plan and may not have received a letter of reprimand or any other form of discipline during the school year in which the employee seeks to buy back the leave.

First-year employees must have a minimum balance of forty (40) hours of accrued sick leave banked to apply for the sick leave buy back. All other employees must have a minimum of sixty-four (64) hours banked. Absences taken during the year will be deducted from the current-year accrual to determine available balance. The employee's sick leave balance will be reduced by the amount of sick leave purchased in the buy back.

Pay-out rates are set as follows: 0-4 years of service at \$6.25 per hour; 5-9 years of service at \$7.50 per hour; 10+ years of service at \$9.375 per hour. The following table shows the maximum hours per year from current-year accrual that may be cashed out in eight (8)-hour increments only (for example 20 hours = 16 hours paid, 4 hours carried forward):

Years of Service	Maximum Hours Bought	Maximum Pay-Out
0-1	8	\$50.00
2	16	\$100.00
3	24	\$150.00
4	32	\$200.00
5-9	40	\$300.00
10+	40	\$375.00

An application period to request buy-backs will occur annually the first full week in May. The application window will open at 5 p.m. on Monday and close at 5 p.m. on Friday. Notice and instructions will be disseminated to employees two weeks prior to the opening date via multiple communication methods including email, flyers, staff meetings, etc.

Buy-back requests will be granted on a first-come, first-served basis based upon the date and time of receipt.

Pay-outs will occur in the following fiscal year with the following options: Pay period 3 for teachers and 11- or 12-month employees *OR* the pay period prior to winter break; pay period 5 for all other employees *OR* the pay period prior to winter break.

Sick Leave Buy-Back Upon Separation of Employment

Employees with more than five (5) years of continuous service with the District may be eligible to participate in sick leave buy back benefit with respect to accrued but unused sick leave upon their resignation or retirement from the District.

Employees who resign or retire from the District with at least five (5) years but less than ten (10) years of continuous service may request sick leave buy-back of up to 320 hours at \$8.125 per hour.

After ten (10) years of continuous service with the District, and upon resignation or retirement, each classification of employee will be reimbursed for accumulated sick leave based on the first range of the employee's classified salary grade or \$11.25 per hour, whichever is less. There is

a cap to the number of days that will be reimbursed as outlined in the table below. A contract year equals a year of employment for purposes of this policy. Example: The employee is required to complete ten (10) or more school years first to last day to qualify or must resign/retire on the anniversary date to receive his/her ten (10) year sick leave buyback.

Years of Service	Maximum Hours Reimbursed
5-9	320
10-14	640
15-19	960
20-24	1,280
25+	1,360

A request for sick leave buy back must be presented in writing to the Human Resources Department by March 20 of the year in which the resignation is to occur. Anyone submitting a request after March 20 will be paid the following fiscal year. When extenuating circumstances preclude such notification by the above-noted timeline, consideration will be given to applicant depending on the availability of funds. If funds are unavailable, applicant will be paid the following year.

Employees must finish their contract/work agreement term and not have been under a performance improvement plan or received a letter of reprimand during their final year of employment to be eligible.

Employees who have reached or will reach their fifty-fifth (55th) birthday in the same year that they separate from service and will receive more than two thousand dollars (\$2,000) in a pay out will receive their payment through an employer non-elective contribution into a specified 403(b) plan.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 7.a TOPIC: Proposed FY 2017-18 Expenditure Budget

SUBMITTED BY: Ms. Sara DiPasquale, Director of Finance & Purchasing

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 21, 2017

RECOMMENDATION:

It is recommended that the Governing Board approve the Proposed Expenditure Budget for Fiscal Year 2017-18 as presented.

RATIONALE:

Pursuant to ARS 15-905, the Governing Board must propose an Annual Expenditure Budget no later than July 5 each year.

For fiscal year 2017-2018, the state legislature approved a 1.3% inflationary increase to the base support level and continued the reductions to the funding formula for District Additional Assistance. Districts also will share in the additional \$50 million distribution from the state land trust pursuant to the success of Proposition 123.

In addition, the legislature awarded funding for a salary increase of 1.06% to teachers who taught in FY 2016-17 and return to teach in FY 2017-18. The initial calculation, based on salaries paid to GESD teachers in 2016-17, is shown on budget page 2. As part of the Expenditure Budget adoption, governing boards must also attest that the information on budget page 2 meets the requirements of Laws 2017, Chapter 305, §33, pertaining to the intended 1.06% teacher salary increase. Districts may revise the calculation prior to November 1 subject to a public hearing and appropriate notice.

Furthermore, the legislature approved additional K-3 Early Literacy funding for schools that have free/reduced lunch populations of 90% and higher. Funding will be awarded in a non-competitive, block grant format for a three-year period. The Arizona Department of Education is still working on the application process and we do not yet know how much funding has been allocated for this purpose.

Finally, in FY 2016-17, GESD and other public school districts experiencing declining enrollments were held harmless for current year funding and allowed to use prior year (FY 2015-16) ADM. As of July 1, all districts will be funded based on current-year data. This proposed budget is based on FY 2016-17's 100th day ADM. This likely will have a significant impact on GESD's budget if the District does not increase enrollment this year.

Revised budgets will be presented to the Board as needed throughout the year.

Source of Funding -

M & O Budget _____ State Grant _____ Federal Grant _____ Capital _____ Other _____

Source of Funding -

M & O
Budget _____

State
Grant _____

Federal
Grant _____

Capital _____

Other _____



FY 2018
STATE OF ARIZONA
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET
DISTRICTWIDE BUDGET

Proposed

Version

BY THE GOVERNING BOARD

We hereby certify that the Budget for the Fiscal Year 2018 was

Proposed June 22, 2017

Adopted _____

Revised _____

Date

[We further attest that the Budget for Fiscal Year 2018, including the detailed information on Budget page 2, meets the requirements of Laws 2017, Chapter 305, §33, pertaining to the intended 1.06 percent teacher salary increase.](#)

Mary Ann Wilson, President

Jamie Aldama, Clerk

Brenda Bartels, Member

Monica G. Pimentel, Member

Sara Smith, Member

SIGNED

SIGNED

The budget file(s) for FY 2018 uploaded to the Arizona Department of Education, via the internet, on

_____ contain(s) the data for the budget described above.

Date

Superintendent Signature

Business Manager Signature

Superintendent Name (Typed Name)

Business Manager Name (Typed Name)

District Contact Employee: _____

Telephone: _____

E-mail: _____

REVENUES AND PROPERTY TAXATION

1. Total Budgeted Revenues for Fiscal Year 2017	\$	<u>93,699,681</u>
2. Estimated Revenues by Source for Fiscal Year 2018 (excluding property taxes)		
Local	1000 \$	<u>10,000</u>
Intermediate	2000 \$	<u>5,678,816</u>
State	3000 \$	<u>51,476,070</u>
Federal	4000 \$	<u> </u>
TOTAL	\$	<u><u>57,164,886</u></u>

3. [District Tax Rates for Prior and Budget Fiscal Years \(A.R.S. §15-903.D.4\)](#)

	Prior FY 2017	Est. Budget FY 2018
Primary Tax Rate:	1.7209	2.6606
Secondary Tax Rates:		
M&O Override	3.5800	3.5146
Special Program Override		
Capital Override		
Class A Bonds		
Class B Bonds	0.7632	0.8500
JTED		
Total Secondary Tax Rate	4.3432	4.3646

A. TOTAL AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.H)

1. General Budget Limit (from Budget, page 7, line 11)	\$	<u>71,561,388</u>
2. Unrestricted Capital Budget Limit (from Budget, page 8, line A.12)	\$	<u>3,850,062</u>
3. Subtotal (line A.1 + A.2)	\$	<u>75,411,450</u>
4. Federal Projects (from Budget, page 6, Federal Projects, line 18)	\$	<u>14,407,622</u>
5. Title VIII-Impact Aid (from Budget, page 6, Federal Projects, line 16)	\$	<u>0</u>
6. Total Aggregate School District Budget Limit (line A.3 + A.4 - A.5)	\$	<u><u>89,819,072</u></u>

B. BUDGETED EXPENDITURES

1. Maintenance and Operation (from Budget, page 1, line 30)	\$	<u>71,561,388</u>
2. Unrestricted Capital Outlay (from Budget, page 4, line 10)	\$	<u>3,850,062</u>
3. Total Budget Subject to Budget Limits (line B.1 + B.2) (This line cannot exceed line A.3.)	\$	<u><u>75,411,450</u></u>

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 7.b TOPIC: Phased Retirement Plan

SUBMITTED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 21, 2017

RECOMMENDATION:

It is recommended that the Governing Board approve the Phased Retirement Plan as presented.

RATIONALE:

Hiring district employees continues to be a challenge. Due to many factors filling vacancies with highly qualified individuals is often difficult.

After careful consideration including input from various stakeholders the District is recommending two changes to the Phased Retirement Plan effective July 1, 2017.

11. Re-employment with the District:

After working for Smartschoolsplus for one year, participants may request reemployment with the District.

- Salary will be paid at a rate of 80% of the base salary at the time of original separation from the District **or employee will be placed as a new hire recognizing the board approved years of experience, whichever is greater, but not more than the base salary at time of retirement from the district.**
- Stipends and performance pay will ~~not be subject to the 80% calculation.~~ **be paid at 100% of the calculation**

Glendale Elementary School District 2017-18 Phased Retirement Protocols

1. Eligibility: Any combination of age and years of service which qualify the employee for normal retirement benefits with the Arizona State Retirement System. Acceptable performance evaluations in each of the prior two years. Supervisor's recommendation to participate. The supervisor is required to maintain the employee in his/her current position, with the exception of a District-initiated transfer.
2. Participants must sever employment with the District.
3. Participants will begin as a Smartschoolsplus employee on the next work day following retirement or the first day of the next work calendar. Effective July 1, 2017 contracted employees must fulfill their employment in the year prior to entering Phased Retirement. As a result, contracted employees can only enter Phased Retirement at the start of their work calendar. Mid-year participation will no longer be an option.
4. Employment with Smartschoolsplus is for one year only.
5. Participants will receive wages through Smartschoolsplus at 80% of the base salary received in the final year of employment with the District.
6. Participants will be treated in a fair and reasonable manner in a Reduction in Force (RIF) situation.
7. The evaluation tool and protocol will be the same as what is used for District personnel in the same position.
8. While employed with Smartschoolsplus, participants will not be eligible for a Governing Board-approved salary increase.
9. While employed with Smartschoolsplus, participants are eligible for additional duties and/or compensation including but not limited to Performance Pay, coaching, department chair, sponsor of student club, tutoring, etc.
10. When leaving Smartschoolsplus, unused sick and vacation leave will not be eligible for pay-out. Unused sick leave from Smartschoolsplus may be carried over into reemployment with the District.
11. Re-employment with the District:
After working for Smartschoolsplus for one year, participants may request reemployment with the District.
 - Participants must have a satisfactory performance evaluation while employed

with Smartschoolsplus and the recommendation of their supervisor to be eligible for re-employment with the District.

- Salary will be paid at a rate of 80% of the base salary at the time of original separation from the District **or employee will be placed as a new hire recognizing the board approved years of experience, whichever is greater, but not more than the base salary at time of retirement from the district.**
- Upon re-employment sick and vacation, if applicable, will accrue in accordance with District policy. The accrual rate for vacation will be the same as a first year employee with the District. At final separation from service, unused sick and vacation leave will not be eligible for pay-out.
- Employees who qualified for the Supplemental Retirement Program provided in Policy will enroll on the District's active health insurance plans. Employees who qualified for the Supplemental Retirement Program provided in Policy will remain on the insurance plan chosen at the time they entered Phased Retirement. The Supplemental Retirement Program will continue to be paid pursuant to the District's policy.
- Stipends and performance pay will ~~not be subject to the 80% calculation.~~ **be paid at 100% of the calculation**
- Employees will be eligible for Governing Board approved salary increases after completing one year of re-employment with the District.

12. Enrollment will be open from the date of Governing Board approval through March 20th of each year per Board Policy GCQEA-Retirement of Professional/Support Staff Members.

13. The cost of the Alternative Contribution Rate (ACR) to Arizona State Retirement System will be paid by the district.

14. The District will utilize Smartschoolsplus for future school years on an as-needed basis.

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 7.c TOPIC: Un-adoption/Disposal of Obsolete Curriculum

SUBMITTED BY: Ms. Sara DiPasquale, Director of Finance & Purchasing

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 21, 2017

RECOMMENDATION:

It is recommended that the Governing Board approve un-adopting and disposing of the STORYtown Reading Curriculum for Grades K-5 and McDougal Littell 6-8 materials.

RATIONALE:

Last December, the Board approved the adoption and purchase of the Pearson Reading curriculum for GESD students, thereby rendering obsolete the District's 10-year-old K-5 curriculum, STORYtown and McDougal Littell 6-8.

The curriculum has been removed from the schools and is currently being stored in Challenger's cafeteria. We have sent out queries to see if any other school districts in the state would have any interest in purchasing the series. We also canvassed used textbook sellers.

The series no longer has value as a curriculum due to its age. However, one or more of our textbook contracts has a recycling component. Charter Textbook would pay the district \$45.00 per ton for the STORYtown and McDougal Littell 6-8 materials. We estimate the 184 pallets have an average weight of (3/4) three quarters of a ton each which would result in estimated proceeds of about \$6210.

Source of Funding -
M & O _____ State Grant _____ Federal Grant _____ Capital _____ Other _____

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 7.d TOPIC: Resolution for Chief Disbursing Officer for Employee Garnishments

SUBMITTED BY: Ms. Sara DiPasquale, Director for Finance

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial & Auxiliary Services

DATE ASSIGNED FOR BOARD CONSIDERATION: June 21, 2017

RECOMMENDATION:

It is recommended that the Governing Board approve the Resolution appointing the Maricopa County Education Service Agency (MCESA), Superintendent of Schools Office as the statutory agent for all garnishment of wages made upon any employee of this District for the 2017-2018 Fiscal Year.

RATIONALE:

The MCESA office performs this service for all school districts in the county pursuant to ARS § 12-602 to ensure garnishments are received and processed in a manner to maintain compliance with legal requirements. Glendale Elementary School District pays a fee of \$50 to MCESA for each garnishment made against the wages of a GESD employee.

Source of Funding -
M & O Budget _____ State Grant _____ Federal Grant _____ Capital _____ Other _____

GOVERNING BOARD

Glendale Elementary School District No. 40

Maricopa County, Arizona

RESOLUTION

In accordance with Arizona Revised Statute 12-1602, the Glendale Elementary School District of Maricopa County, hereby requests and appoints the Maricopa County Education Service Agency, Superintendent of Schools as the Chief Disbursing Office for all garnishment of wages made upon any employee of this district.

Passed and adopted this 21st day of June, 2017.

GOVERNING BOARD

Glendale Elementary School District No. 40 of
Maricopa County, Arizona

President

Clerk

Member

Member

Member