

**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 eleven (11) or twelve (12) days, determined by the number of months employed:

Twelve (12) month employment	twelve (12) days
Eleven (11) month employment	eleven (11) days

The unused portion of such allowance shall accumulate to a maximum of one hundred twenty (120) days, at which time no more sick leave can be accumulated. As accumulated sick leave days are used and drop below one hundred twenty (120) 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.

Sick leave may be used for childbirth during the time the physician verifies that the employee is physically unable to perform her normal duties. If the employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

A staff member who is or will be the second parent 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.

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, 2023, 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.

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, 2023, 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 commencement of employment.

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

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

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

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

Retaliation Prohibited

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

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

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

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

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.

Adopted:



MARICOPA COUNTY REGIONAL SCHOOL DISTRICT #509

ACKNOWLEDGEMENT OF AFTER-THE-FACT PURCHASE

Pursuant to Arizona School District Procurement Laws and District Policy, authorized Purchase Orders must be obtained before procuring any goods or services. Any action of ordering or receiving goods or services prior to obtaining an authorized Purchase Order constitutes an after-the-fact violation.

Explain in detail the following:

Requisition Number: Not posted

Vendor Name: AZ Strut

Reason for purchase of goods or services: Training for students and Hunter Pabst on using the computers and refurbishing them for other organizations use.

Reason why an authorized Purchase Order was not obtained before purchase:

The invoice was lost in my email box

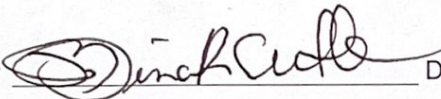
Measures that you will implement to prevent future unauthorized purchases:

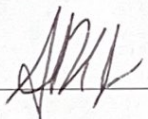
Invoices will be processed as soon as they are given

I, Dina Cutler, acknowledge that I procured goods or services prior to having an authorized Purchase Order in place, which is a violation of Arizona School District Procurement Laws and District Policy.

Furthermore, I acknowledge and understand that:

- It is my responsibility to ensure that an authorized Purchase Order is in place prior to ordering goods or scheduling services.
- Ordering goods or scheduling services prior to receiving an authorized purchase Order is a personal contract between me and the vendor.
- Future after-the-fact violations may result in personal payment by me for the goods and/or services obtained without a Purchase Order in place.

Signature of Responsible Party  Date: 11.27/23

Signature of Supervisor:  Date: 11/27/2023



Invoice: 1823

Date: 8/18/23

Client: Hope Academy

Attention: Dina Cutler

SERVICE		DATES	TOTAL DUE
Resources/equipment 10 desktops, 10 monitors, 10 keyboards, 10 mice, 10 VGA cords, 20 standard power cords, 10 component kits, 11 laptops.	Training Session 1: Instruction on disassembling and reassembling of desktop computers. Lesson on Digital Citizenship. Lesson on Operating Systems, specifically Linux. Lesson on Linux Mint 20.3 Applications.	2/1/23	\$2500.00
	Training Session 2: Instruction on Linux Mint 20.3 Operating System installment. Hands on refurbishing instruction and support.	2/8/23	
Picked up all resources/equipment and stored during the summer since the school was being relocated.		5/16/23	\$2500.00
Delivered all resources/equipment to new site and set up classroom.		7/20/23	
Replaced some equipment as this is qualifying support for our partnership.		7/28/23	
			\$5000.00

Pay online at www.azstrut.org or mailed to: AZ StRUT, 1720 W Broadway Rd #101, Mesa, AZ 85202