

**PROFESSIONAL / SUPPORT STAFF
SICK LEAVE**

(Paid Time Off)

Paid time off (PTO) for District personnel is a designated amount of compensated leave that is to be granted to a staff member for sick and/or personal purposes as needed. It is expected that employees will exercise good judgment when determining to request for leave.

Each full-time (30 hours or more) staff member shall accrue PTO leave allowance at a rate determined by the number of their calendar day as assigned per school year. When an employee exhausts their accrued PTO leave and requests leave without pay, PTO leave hours will not be accrued for the period in which leave without pay is taken.

The first forty (40) hours or five (5) days of leave earned each fiscal year will be designated as earned paid sick time.

260-238 Calendar Days	seven (7) days PTO/year
237-218 Calendar Days	six (6) days PTO/year
217-197 Calendar Days	five (5) days PTO/year
196-176 Calendar Days	four (4) days PTO/year
Cabinet Members	seven (7) days PTO/year
Ten (10) month professional employment ...	six (6) days PTO/year employment

For the purpose of this policy, regular contract teachers shall be considered to be ten (10) month professional employees.

Paid time off (PTO) for any staff member will accrue one (1) day monthly according their calendar day as assigned per school year. A *day* shall be defined as eight (8) hours for full-time employees. Employees scheduled for less than eight (8) hours, shall have their PTO leave and accrual rate pro-rated based on their scheduled hours per day according to the employee's contract/work agreement, if applicable.

The unused portion of such allowance shall be accumulated to a maximum of 100 days at which time no more PTO can be earned. As accumulated PTO days are used and drop below 100 days, an eligible employee may again accumulate PTO up to the maximum limit.

When a staff member exhausts all hours of accumulated PTO, an unpaid leave of absence may be requested, pursuant to District policy. An employee shall *not* be allowed to use paid time off in excess of the number of unused hours that have accrued.

Staff members must request to use PTO at least *five (5)* days in advance for any leave other than sudden onset of illness or emergency. In cases of sudden onset of illness or emergency, a leave request/absence must be completed immediately upon return to work. Requests must be approved by the building administrator and forwarded to the District office immediately. Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one time.

For continuous absences longer than three (3) days taken due to illness, the employee shall present a physician's statement to the supervisor, who will forward the statement to the business office. Unless waived in writing by the Superintendent upon prior written request by the employee for an extenuating circumstance, leave for instructional staff will not be granted the use of PTO during the following periods:

- On the day immediately preceding or following a holiday or break or
- On a Professional Growth Day
- During Parent Teacher Conferences.
- During the first week of school or the last week of school.
- During AzM2 testing days based upon school site needs.

When a staff member has no unused paid time off leave available, the appropriate number of days of compensation will be deducted for the number used.

Upon request, the staff member shall inform the Superintendent of the purpose for which the unpaid leave is being taken.

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

PTO Buyback for Staff Members

Upon resignation or reduction in staff, with written notification received and effective at least ten (10) working days prior to the termination date, the District shall pay the employee, or the employee's estate, for the number of PTO days accumulated. Support staff shall receive compensation at the rate of thirty dollars (\$30) per day with one (1) through nine (9) years of continuous service, (\$45) per pay with ten (10) through fourteen (14) years of continuous service and (\$60) per day for fifteen (15) years or more of continuous service for a maximum of one hundred (100) days of unused PTO. Certificated teachers shall receive compensation at the rate one-half (1/2) of the current substitute teacher's rate of pay with one (1) through nine (9) years of continuous service, three-fourths (3/4) the current substitute teacher's rate of pay with ten (10) through fourteen (14) years of continuous service and one hundred percent (100%) of the current substitute teacher's rate of pay for fifteen (15) years or more of continuous service for a maximum of one hundred (100) days of unused PTO. Administrative staff shall receive compensation at one-half (1/2) of their daily rate of pay for a maximum of one hundred (100) days of unused PTO.

Use of Earned Paid Sick Time

Employees will earn a minimum of (1) one hour per (30) thirty hours worked of earned paid sick time up to forty (40) hours of leave per year. The first forty (40) hours of leave earned each fiscal year will be designated as earned paid sick time pursuant to A.R.S. § 23-371 et seq. and will roll over to the next fiscal year as leave designated as PTO leave if not used.

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. An employee may use earned paid sick time as it is

accrued, except that an employee shall be required to wait until the ninetieth calendar day after commencing employment before using accrued earned paid sick time.

If an employee is transferred, but remains employed by the District, 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.

When there is a separation from employment and the employee is rehired within nine (9) months of separation by the District, 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.

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. The District reserves the right to deny the use of earned paid sick time if the employee fails to report the need for the use of the sick leave as required by this policy. The District's absence policy will not count use of earned paid sick time as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

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 District.

The District will 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 (.33) hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

The District does not pay for accrued but unused earned paid sick time as a benefit of employment upon separation of employment.

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.

Retaliation Prohibited.

The District will not interfere with, restrain, or deny the exercise of, or attempt to exercise, any right protected in this policy or the Arizona Fair Wages and Healthy Families Act.

The District will not retaliate or discriminate against an employee because the employee has exercised protected rights, including but not limited to the right to request or use sick leave; the right to file a complaint with the Industrial Commission of Arizona or courts or inform any person about the District's alleged violation; the right to participate in an investigation, hearing, or proceeding or cooperate with or assist the Industrial Commission of Arizona in its investigations of alleged violations; and the right to inform any person of his or her potential rights.

Adopted: date of Manual adoption
LEGAL REF.: A.R.S. 15-187 15-502

23-363
23-364
23-371
23-372
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23-375

CROSS REF.: GCBA - Professional Staff Salary Schedules