



Dear Superintendent:

Your application for Building Renewal Grant funding has been approved*.

Allocation and Use of Contingency Funds:

As part of this approval, the SFB was authorized to approve up to 10% in Contingency Funds for unexpected conditions. This money is not part of the SFB funding awarded to the district and the district must obtain prior written approval from the SFB staff for any services and/or materials that will be paid for by the contingency funds. Unauthorized expenditures will not be paid for with SFB funds. See Allocation and Use of Contingency Funds, A. A. C. R7-6-601.

This award is subject to the policies for the Building Renewal Grant Fund established by the School Facilities Board and found on the SFB's website under Board Information/Policies and Opinions/SFB Policy Book/Section IX Building Renewal Grant Funding.

Attached please find Terms and Conditions - Please read carefully. The Terms & Conditions must be signed by the district's governing board president, superintendent, and business manager. Once executed, please upload the signed copy into the [eCivis Portal Site](#).

* The Executive Director has been delegated authority by the Board to award project funding according to BRG Policy IX. F.

Sincerely,

Nick Loper, on behalf of

Andy Tobin
Interim Executive Director
School Facilities Board



Award Notification Letter

Dear Roy Sucasnick,

Congratulations! An award package has been created for the following program:

Project:	EA-Wilson ESD, Primary School - Replace 2 HVAC Units. 700 building - Stephanie Vassar
Program:	BRG Equipment Repair/Replacement
Approved Amount:	\$19,635.26
Federal Awards:	No federal funds were included in this award.
Other Awards:	<ul style="list-style-type: none">• BRG General Appropriation-FY21: \$19,635.26
	Total Other: \$19,635.26
Total Match:	\$0.00
Period of Performance:	08/25/2021 - 08/25/2022
Award/Contract Number:	SFB-ERR-01229

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: Wilson School District

School: Wilson Primary School

eCivis Project Number: SFB-ERR-01229

(This number must match the eCivis Project
Number on Page 9 of 9)

eCivis Project Title: Replace 2 HVAC Units - 700 building

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project

implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANT

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, and CFO/Business Manager of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

See Page 9 for signature blocks.

Governing Board President (signature)

Anna Martinez

Name (printed/typed)

Date

Wilson School District #7

School District

Superintendent (signature)

Ernest Rose

Name (printed/typed)

Date

CFO/Business Manager (signature)

Beth Strickler

Name (printed/typed)

Date

eCivis Project Number: SFB-ERR-01229

(This number must match the eCivis Project Number on Page 1 of 9)

Wilson School District # 7

Board Meeting Report

August 2021

Function Code	Function Description	FY 21 Budget	Expended YTD	Encumbered YTD	Exp & Enc YTD	Uncommitted Balance	% Committed
MAINTENANCE AND OPERATIONS FUND 001							
001- 100/ 600 Regular Education/ Other Programs							
1000	Instruction	\$ 2,579,815	\$ 240,116	\$ 1,762,232	\$ 2,002,348	\$ 577,467	78%
2100	Support Svcs Student	\$ 406,375	\$ 43,689	\$ 226,736	\$ 270,425	\$ 135,950	67%
2200	Support Svcs Instr. Staff	\$ 426,514	\$ 53,681	\$ 224,457	\$ 278,138	\$ 148,376	65%
2300	Support Svcs Gen Admin	\$ 291,490	\$ 36,470	\$ 231,036	\$ 267,506	\$ 23,984	92%
2400	Support Svcs School Admin	\$ 475,354	\$ 63,347	\$ 353,433	\$ 416,780	\$ 58,574	88%
2500	Business & Technology	\$ 409,686	\$ 68,953	\$ 304,813	\$ 373,766	\$ 35,921	91%
2600	O & M Plant Svcs	\$ 1,427,576	\$ 149,476	\$ 1,220,325	\$ 1,369,801	\$ 57,775	96%
2700	Student Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
3100	Food Service Operations	\$ 17,517	\$ -	\$ -	\$ -	\$ 17,517	0%
550-2200	K-3 Reading Program	\$ 70,826	\$ -	\$ -	\$ -	\$ 70,826	0%
610-1000	Cocurricular Band/Choir	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500	0%
620-1000	Athletic Programs	\$ 500	\$ -	\$ 2,073	\$ 2,073	\$ (1,573)	415%
900-3300	Community Services	\$ 452	\$ 4,589	\$ 44,169	\$ 48,758	\$ (48,306)	10787%
	Subtotal	\$ 6,107,605	\$ 660,320	\$ 4,369,274	\$ 5,029,595	\$ 1,078,010	82%
001 - 200 Special Education							
1000	Instruction	\$ 772,714	\$ 54,425	\$ 567,563	\$ 621,988	\$ 150,726	80%
2100	Support Svcs Student	\$ 120,815	\$ 10,089	\$ 84,192	\$ 94,281	\$ 26,534	78%
2200	Support Svcs/ Omstr/ Staff	\$ 3,627	\$ 513	\$ 2,575	\$ 3,088	\$ 539	85%
2400	Support Svcs School Admin	\$ 138,564	\$ 10,298	\$ 93,544	\$ 103,842	\$ 34,722	75%
2500	Business & Technology	\$ 280	\$ -	\$ -	\$ -	\$ 280	0%
	Subtotal	\$ 1,036,000	\$ 75,325	\$ 747,873	\$ 823,198	\$ 212,802	79%
001 - 400 Transportation							
2500	District Trans. Svcs	\$ 2,000	\$ -	\$ 200	\$ 200	\$ 1,800	10%
2600	District Trans. Svcs	\$ 19,000	\$ -	\$ -	\$ -	\$ 19,000	0%
2700	Student Trans. Svcs	\$ 314,324	\$ 29,550	\$ 271,660	\$ 301,210	\$ 13,114	96%
	Subtotal	\$ 335,324	\$ 29,550	\$ 271,860	\$ 301,410	\$ 33,914	90%
511 - Desegregation Regular/Special Education							
1000	Instruction	\$ 1,542,490	\$ 135,537	\$ 1,043,502	\$ 1,179,039	\$ 363,451	76%
2100	Support Svcs Student	\$ 154,780	\$ 194	\$ 1,839	\$ 2,033	\$ 152,747	1%
2200	Support Svcs Instr. Staff	\$ 84,515	\$ 4,840	\$ 20,953	\$ 25,793	\$ 58,722	31%
2400	School Administration	\$ 84,515	\$ 170	\$ 858	\$ 1,028	\$ 83,487	1%
	Subtotal	\$ 1,866,300	\$ 140,741	\$ 1,067,152	\$ 1,207,893	\$ 658,407	65%
TOTAL M & O		\$ 9,345,229	\$ 905,937	\$ 6,456,159	\$ 7,362,096	\$ 1,983,133	79%

Wilson School District # 7

Board Meeting Report

August 2021

Function Code	Function Description	FY 21 Budget	Expended YTD	Encumbered YTD	Exp & Enc YTD	Uncommitted Balance	% Committed
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CLASSROOM SITE FUNDS 011, 012 AND 013

011- 100 Regular Education - Base

1000	Instruction	\$ 1,725,861	\$ 31,576	\$ 287,683	\$ 319,259	\$ 1,406,602	18%
2000	Support Services & Interest	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Subtotal		\$ 1,725,861	\$ 31,576	\$ 287,683	\$ 319,259	\$ 1,406,602	18%

TOTAL CLASSROOM SITE FUND (CSF)	\$ 1,725,861	\$ 31,576	\$ 287,683	\$ 352,018	\$ 1,373,843	20%
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UNRESTRICTED CAPITAL OUTLAY FUND 610

1000	Instruction	\$ 1,035,000	\$ 113,312	\$ 61,720	\$ 175,033	\$ 859,967	17%
2100	Support Svcs Student	\$ -	\$ 15,536	\$ 384	\$ 15,920	\$ (15,920)	0%
2200	Media/ Library	\$ 135,000	\$ 90,126	\$ 213,233	\$ 303,359	\$ (168,359)	225%
2300	Support Svcs Gen Admin *	\$ 5,000	\$ 2,700	\$ -	\$ 2,700	\$ 2,300	54%
2400	Support Svcs School Admin*	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	0%
2500	Business & Technology	\$ 35,000	\$ 17,274	\$ 86,987	\$ 104,261	\$ (69,261)	298%
2600	O & M Plant Svcs	\$ 55,500	\$ -	\$ 16,707	\$ 16,707	\$ 38,793	30%
2700	Student Trans. Svcs	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	0%
3100	Food Service Operations	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000	0%
4600	Site Improvements	\$ 51,901	\$ 26,501	\$ -	\$ 26,501	\$ 25,400	51%
4700	Building Improvement	\$ 251,901	\$ -	\$ 75,282	\$ 75,282	\$ 176,619	30%
TOTALS		\$ 1,641,302	\$ 265,450	\$ 454,314	\$ 719,763	\$ 921,539	44%

Wilson School District # 7

Board Meeting Report

August 2021

STUDENT ACTIVITIES FUND 850								
		Beginning Balance	Revenue	Expenditures	Encumbrance	Ending Balance		
3600	1st Grade Club	\$ 111	\$ -	\$ -	\$ -	\$ 111		
3601	8th Grade Booster Club	\$ 1,110	\$ -	\$ -	\$ -	\$ 1,110		
3602	AVID Club	\$ 729	\$ -	\$ -	\$ -	\$ 729		
3603	Band Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3604	Best Buddies Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3605	Kindergarten Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3606	National Junior Honor Society	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3607	PBIS Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3608	Pen Pal Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3609	Read 180 Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3610	Special Education Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3611	Student Council 4-8	\$ 1,319	\$ -	\$ -	\$ -	\$ 1,319		
3612	Student Council K-3	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3613	Student Recognition K-3	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3614	Wake-Up Club	\$ 110	\$ -	\$ -	\$ -	\$ 110		
3615	Wilson Community Initiative	\$ 945	\$ 5,573	\$ 5,125	\$ -	\$ 1,393		
3616	Wilson HeadStart	\$ -	\$ -	\$ -	\$ -	\$ -		
	TOTALS	\$ 5,427	\$ 5,573	\$ 5,125	\$ -	\$ 5,875		

A reconciliation
is being
completed

ACTION ITEM

DATE: September 8, 2021

ITEM: Approve acceptance of gifts.

SUBMITTED BY: _____
Beth Strickler, Director of Business Services & Technology

RECOMMENDED: _____
Mr. Ernest Rose, Superintendent

DISCUSSION:

DONOR	GIFT	PURPOSE
FirstPass Engineering	\$5,000	Teacher Outreach Program
Flanagan Consulting	\$300 (3 - \$100 Target Gift Cards)	Teacher Outreach
Arizona Public Service	\$500 Gift Card	Supply My Classroom Grant – Lisa Estrada

RECOMMENDED: It is recommended that the Governing Board approve acceptance of the presented gifts offered to the District.

ACTION ITEM

DATE: September 8, 2021

ITEM: Approval of New Employment

SUBMITTED BY: _____
 Alex Dumas, Human Resources Director

RECOMMENDED BY: _____
 Ernest Rose, Superintendent

ADMIN	CLASS. ADMIN	CERTIFIED	CLASSIFIED	Name	FTE	Assignment	Effective Date	Contract Amount
			X	Rosa Torres Lara	.94	Nurse Assistant (Primary)	08-17-2021	\$15.00 phr
			X	Ronda Whaley	1.0	Custodian (Maintenance)	08-18-2021	\$12.92 phr
			X	Simone Dotson	1.0	ISS Monitor (Elementary)	08-18-2021	\$16.63 phr

RECOMMENDATION:

It is recommended that the Governing Board approve the following individual contracts.

ACTION ITEM**DATE:** September 8, 2021**ITEM:** Approval of Transfer of Employment**SUBMITTED BY:** _____
Alex Dumas, Human Resources Director**RECOMMENDED BY:** _____
Ernest Rose, Superintendent

ADMIN	CLASS. ADMIN	CERTIFIED	CLASSIFIED	Name	FTE	Assignment	Effective Date	Contract Amount Adjustment
			X	Juana Iris Remigio	.94	From Instructional Assistant (Primary) to Kindergarten Teacher (Primary)	08-30-2021	\$35,233.16

RECOMMENDATION:

It is recommended that the Governing Board approve the following transfer of employment and individual contracts.

ACTION ITEM

DATE: September 8, 2021

ITEM: Approve and accept the Arizona School Facilities Board (SFB) Building Renewal Grant (BRG) Terms & Conditions for the following approved awards:

- Replace 2 HVAC Units; 700 Building at Wilson Primary - Award/Contract #SFB-ERR-01229

SUBMITTED BY:

Beth Strickler, Director of Business Services & Technology

RECOMMENDED:

Mr. Ernest Rose, Superintendent

DISCUSSION: Mr. Sukanick, Building and Grounds Supervisor, has been instrumental in working with the SFB to secure funding to repair and/or replace building equipment through the grant process. The project presented will take time to complete and multiple steps will be required. There will be District costs associated with the project.

RECOMMENDED: It is recommended that the Governing Board approve and accept the Arizona School Facilities Board (SFB) Building Renewal Grant (BRG) Terms & Conditions for the approved awards:

- Replace 2 HVAC Units; 700 Building at Wilson Primary - Award/Contract #SFB-ERR-01229

DISCUSSION ITEM

DATE: September 8, 2021

ITEM: First Reading - Revised Policy GCCA Professional/ Support Staff Sick Leave Policy

SUBMITTED BY: _____
Alex Dumas, Human Resources Director

RECOMMENDED BY: _____
Ernest Rose, Superintendent

INFORMATION:

First Reading - Revised Policy GCCA Professional/ Support Staff Sick Leave Policy.

INFORMATION ITEM

DATE: September 8, 2021

ITEM: Board Financial Report as of August 31, 2021 including Student Activities

SUBMITTED BY: _____
Beth Strickler, Director of Business Services & Technology

RECOMMENDED BY: _____
Mr. Ernest Rose, Superintendent

INFORMATION: All funds are within legal budget limits and are expected to remain so.

ACTION ITEM

DATE: September 8, 2021

ITEM: Minutes for August 18, 2021

Minutes following

ACTION ITEM

DATE: September 8, 2021

ITEM: Minutes for August 26, 2021

Minutes following

ACTION ITEM

DATE: September 8, 2021

ITEM: Approval of the extra duty and stipends

SUBMITTED BY: _____
Beth Strickler, Director of Business Services & Technology

RECOMMENDED BY: _____
Mr. Ernest Rose, Superintendent

RECOMMENDATION:

It is recommended that the Governing Board approve the extra duty and stipends as of 3/31/2020.

WILSON ELEMENTARY SCHOOL DISTRICT NO. 7

Governing Board Meeting Minutes for Wednesday, August 18, 2021

Webex – Special Meeting & Executive Session – 4:30 p.m.

WEBEX – SPECIAL MEETING & EXECUTIVE SESSION

1.0 GENERAL FUNCTIONS

Call to Order - Meeting began at 4:38 p.m.

Pledge of Allegiance – Mrs. Martinez, Board President, led the Pledge of Allegiance.

Roll Call – Mrs. Joyce called roll

Mrs. Anna Martinez-Present

Mr. Mario Martinez-Present

ACTION

1.01 Adoption of board agenda

Approve to adopt the board agenda

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

1.02 Call to Executive Session Pursuant to A.R.S. §38-431.03 A.3, A.7

ACTION

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

2.0 EXECUTIVE SESSION

2.01 Discussion or consultations with designated representatives of the district in order to consider its position and instruct its representatives regarding negotiations to the lease agreement of real property at 3005 E Fillmore St.

DISCUSSION

RECESSED TO EXECUTIVE SESSION AT 4:41 A.M.

RECONVENE FROM EXECUTIVE SESSION AT 5:03 P.M.

2.02 Instruction of Superintendent and his staff in accordance with the matters discussed in executive session.

ACTION

Instruct Mr. Rose in accordance with the matters discussed in executive session.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

3.0 PUBLIC PARTICIPATION

3.01 None

DISCUSSION

4.0 FINANCIAL MATTERS

4.01 Superintendent Report – Mr. Rose, Superintendent, will report on:

DISCUSSION

- Activities around the District – It is a great start to the school year, all our students are in a safe environment and we are continuing monitoring, we are continuing to recommend that mask be worn, want to thank everyone that came out to the first community forum, look forward to the next community forum, to the stakeholders who have not signed up for one of the committees of our strategic planning, the district team is working hard on communicating on a regular basis, Mr. Martinez, Board Member, said it was a fantastic community forum and the updates to the website and social media look great.

5.0 APPROVAL OF CONSENT - ACTION

5.01 Ratifying of expense vouchers:

1000 dated July 13, 2021 in the amount of \$123,711.35
1003 dated July 21, 2021 in the amount of \$44,589.53
1004 dated July 22, 2021 in the amount of \$4,026.33
1005 dated July 28, 2021 in the amount of \$100,619.97
1006 dated July 29, 2021 in the amount of \$11,537.53
1007 dated July 29, 2021 in the amount of \$15,903.55
1010 dated August 4, 2021 in the amount of \$27,678.80
1011 dated August 6, 2021 in the amount of \$86,038.17
1012 dated August 11, 2021 in the amount of \$22,095.06
1015 dated August 13, 2021 in the amount of \$14,532.75
1108 dated July 13, 2021 in the amount of \$10,314.18
1109 dated July 22, 2021 in the amount of \$1,412.85
1110 dated July 26, 2021 in the amount of \$30,920.48
1111 dated July 27, 2021 in the amount of \$288,026.51
1112 dated July 28, 2021 in the amount of \$5,007.02
1113 dated August 5, 2021 in the amount of \$240.00
1114 dated August 5, 2021 in the amount of \$127.45
1115 dated August 6, 2021 in the amount of \$16,806.52
1116 dated August 12, 2021 in the amount of \$12,100.19
1117 dated August 13, 2021 in the amount of \$38,489.93

5.02 Ratifying of payroll vouchers:

1001 dated July 20, 2021 in the amount of \$67,397.61
1002 dated July 21, 2021 in the amount of \$1,982.00
1008 dated August 3, 2021 in the amount of \$90,357.62
1009 dated August 5, 2021 in the amount of \$66,475.90
1013 dated August 17, 2021 in the amount of \$119,860.76
1014 dated August 17, 2021 in the amount of \$178,271.39

5.03 Minutes for July 14, 2021

5.04 Minutes for July 27, 2021

5.05 Board Financial Reports as of July 31, 2021, including Student Activities

5.06 Extra duty and stipends

5.07 Approval of New Employment:

John Stofan, Certified Teacher, effective 8/2/2021

Quintina Johnson, Instructional Assistant, effective 8/2/2021

Yuri Batista, Office Clerk/Receptionist, effective 8/2/21

Viridiana Robles Teran, Special Education Secretary, effective 8/9/21

Travis Kent, Certified Teacher, effective 8/9/21

Jonathanael Gonzalez, Certified Teacher, effective 8/9/21

Yannett Carbajal, Instructional Assistant, effective 8/30/21

5.08 Approval of Discontinuance of Employment:

Maria Flores, Instructional Assistant, effective 7/28/21

Veronica Ramos, Instructional Assistant, effective 7/28/21

Ivana Montesinos Morales, Special Education Secretary, effective 8/4/21

Approve consent items 5.01-5.08.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

6.0 SCHOOL BUSINESS

6.01 Approval of the Wilson Elementary School District fundraising activities for 2021-2022 school year: ACTION

School store	Before /after school snack/food sales
After school candy sales	T-shirt/sweatshirt sales
Buck a bottom/dress down days	Funny dress days
Fall Festival	Uniform store
School Supplies (pencil machine, etc.)	Cookie Dough sale
Dances/Dance marathons	Board game marathons
Penny drives	Coupon books catalog sales
Car washes	Book Fair
Game Nights	Crazy Olympics
Smencils and other “fun” supplies	Tape and/or Silly String the Principal
Merchant Fundraising Card	Little Caesars Pizza
Restaurant Fundraisers	Silent Auction at PTO Meeting
Laser Tag	Game room fundraisers
Food-Grahams/Candy Grahams	Photo Booth
Coupon Cards	Santa Store
Haunted Hallway	Field Trips
Vending Machine (propel)	
AVID/Wilson supplies (such as lanyards, note paper, etc.)	

Food Trucks and company fundraisers (such as the taco truck, ice cream truck, Peter Piper, Jamba Juice etc.)

Fundraising will be done at the school level – These are possible fundraising activities.

Approve the Wilson Elementary School District fundraising activities for 2021-2022 school year as followed.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

6.02 Approval of the list of teacher evaluators for 2021-2022 school year: ACTION

**Ernest Rose,
Cindy Campton,
Darrin Johnson,**

**Maki Wojcicki,
Rebecca Willey,
Cynthia Leon**

Approve the list of teacher evaluators for 2021-2022 school year as listed.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

6.03 Approval of travel for Board Members, Superintendent, and other staff (selected per Superintendent) to attend an American Association of School Administrators National Conference on Education in Nashville, TN on February 16-19, 2022. ACTION

Approve travel for Board Members, Superintendent, and other staff (selected per Superintendent) to attend an American Association of School Administrators National Conference on Education in Nashville, TN on February 16-19, 2022.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

6.04 Approval/adoption of the draft Support Staff Evaluation Instrument. ACTION

Approve/adopt the draft Support Staff Evaluation Instrument.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

6.05 Update on Rewarding Excellence in Instruction and Leadership (REIL- Extend), no cost extension per year 6. Participation, retention stipend, transition plan. INFORMATION

Mrs. Willey, Curriculum Director, informed the Board on Rewarding Excellence in Instruction and Leadership (REIL) Extend, no cost extension, she showed a timeline for this school year, and discussed the year 6 activities with REIL Extend – determine evaluation tool, finalize performance

based evaluation system, establish effectiveness rating system, recruitment videos, qualified evaluator training – LOI, LdOI, REILize decision support system (RDSS- observation data, learning library, rostering tool), retention stipend- \$3000.

6.06 Approval of the Multi-Tier Behavior Support (MTBS) contract/agreement amendment. ACTION

Approve the Multi-Tier Behavior Support (MTBS) contract/agreement amendment. Discussion followed with Mrs. Willey, Curriculum Director, also explaining what the contract/agreement amendment is a grant that the Primary school has used for two years and are going into the final year of support, training and growth for their team and they will be ready to launch independently.

Moved by Mario Martinez, seconded by Anna Martinez
Vote passed, 2/0, unanimously.
Aye: Mario Martinez, Anna Martinez

7.0 FINANCIAL MATTERS

7.01 Approval of the disposal of obsolete/damaged technology equipment and damaged/outdated furniture auction/disposal with either Public Surplus or SA Recycling. ACTION

Approval of the obsolete/damaged technology equipment and damaged/outdated furniture auction/disposal with either Public Surplus or SA Recycling.

Moved by Mario Martinez, seconded by Anna Martinez
Vote passed, 2/0, unanimously.
Aye: Mario Martinez, Anna Martinez

7.02 Approval and acceptance of the Arizona School Facilities Board (SFB) Building Renewal Grant (BRG) Terms and Conditions for the approved awards. ACTION

- **Backflow Prevention System - Award/Contract #BRG-ASMNT-00432**
- **EA - Wilson Primary School / Cooling Tower and Boiler – Award/Contract #BRG-ASMNT-00417**

Approve and accept the Arizona School Facilities Board (SFB) Building Renewal Grant (BRG) Terms and Conditions for the approved awards. Discussion followed with Mr. Martinez, Board Member, making a comment on the school needed these items for a while, thanks, and appreciation to Roy. Mr. Rose, Superintendent, also gave kudos to Roy and his team.

Moved by Mario Martinez, seconded by Anna Martinez
Vote passed, 2/0, unanimously.
Aye: Mario Martinez, Anna Martinez

7.03 Approval of a one-time flat amount retention stipend (and benefits) from the Elementary and Secondary School Emergency Relief (ESSER) II grant to all employees, employed by August 18, 2021. ACTION

Approve a one-time flat amount retention stipend (and benefits) from the Elementary and Secondary School Emergency Relief (ESSER) II grant to all employees, employed by August 18, 2021. Mr. Rose, Superintendent, made a comment that he is excited to give to our full and part time staff this retention stipend.

Moved by Mario Martinez, seconded by Anna Martinez
Vote passed, 2/0, unanimously.
Aye: Mario Martinez, Anna Martinez

8.0 BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

8.01 First reading of policies:

DISCUSSION

BDF – Advisory Committees

BEDD – Rules of Order

BEDH – Public Participation at Board Meetings

BIB & BIB-R – Board Member Development Opportunities

DIE – Audits/Financial Monitoring

DJ – Purchasing

EEARA – Bus Driver Requirements Training and Responsibilities

GBGB-R – Staff Personal Security and Safety

GCB – Professional Staff Contracts and Compensation

GCF – Professional Staff Hiring

GCH – Professional/Support Staff Orientation and Training

GDB – Support Staff Contracts and Compensation

GDF – Support Staff Hiring

IC – School Year

IHA & IHA-E – Basic Instructional Program

IHAMB & IHAMB-R – Family Life Education

IHAMD - Instructional and Training in Suicide Prevention

IJ – Instructional Resources and Materials

IJJ – Textbook/Supplementary Materials Selection and Adoption

IKE-RB – Promotion and Retention of Students

IMB – Teaching About Controversial Sensitive Issues

JFAA, JFAA-EA, JFAA-EB – Admission of Resident Students

JFAB, JFAB-EA, JFAB-EB – Tuition/Admission of Nonresident Students

JFB – Open Enrollment

JICA-RB – Student Dress (Cloth Face Coverings)

JK – Student Discipline

JKD – Student Suspension

JKE – Student Expulsion

JLCB, JLCB-R, JLCB-E – Immunizations of Students

JLF – Reporting Child Abuse/Child Protection

KB – Parental Involvement in Education

KI-RB – Visitors to Schools (Cloth Face Coverings)

Mr. Rose, Superintendent, explained that this these policies that are coming from ASBA, Mr. Dumas, Human Resource Director, added that these are just first reading and next month they will come back for approval.

9.0 ADJOURNMENT

Adjourn the meeting. Meeting adjourned at 5:42

ACTION

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

Next meeting will be held on Wednesday, September 8, 2021 at 5:00 p.m.

Anna Martinez, Board President

Mario Martinez, Member

WILSON ELEMENTARY SCHOOL DISTRICT NO. 7

Governing Board Meeting Minutes for Thursday, August 26, 2021

Webex - Special Meeting – 6:30 p.m.

WEBEX – SPECIAL MEETING

1.0 GENERAL FUNCTIONS

Call to Order - Meeting began at 6:37 p.m.

Pledge of Allegiance – Mrs. Martinez, Board President, led the Pledge of Allegiance.

Roll Call – Mrs. Joyce called roll

Mrs. Anna Martinez-Present

Mr. Mario Martinez-Present

1.01 Adoption of board agenda

ACTION

Approve to adopt the board agenda

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

2.0 PUBLIC PARTICIPATION

2.01 None

DISCUSSION

3.0 SCHOOL BUSINESS

3.01 Discussion and possible action of COVID update, and Safety and Mitigation Plan, including Masking. **ACTION**

Discussion followed with Mr. Rose, Superintendent explained the number of positivity cases went up from 9.72% to 15.79% and suggest that wearing mask would be good idea until the end of Sept. He also brought up PTO will be selling mask with school logo and all schools will have disposable mask, one thing about Wilson is that most of our students are already wearing masks, working on having someone come out and to do Covid testing and have some dates set up for vaccine, at Phoenix Union they have opened up their vaccine to all the community, we discussed the return of the temperature checks, working with the Principals to see if this is something we can reinstate. Mrs. asked if the students get Covid, does the whole pod go home and Mr. Rose explained that district is following the CDC guidelines that were given to the district. Approval to have Mr. Rose, Superintendent, mandate mask wearing.

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

4.0 ADJOURNMENT

Adjourn the meeting. Meeting adjourned at 6:49

ACTION

Moved by Mario Martinez, seconded by Anna Martinez

Vote passed, 2/0, unanimously.

Aye: Mario Martinez, Anna Martinez

Next meeting will be held on Wednesday, September 8, 2021 at 4:30 p.m.

Anna Martinez, Board President

Mario Martinez, Member

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 to 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 ~~AzMERIT~~ 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: _____

LEGAL REF.: A.R.S. 15-187 15-502

23-363

23-364

23-371

23-372

23-373

23-374

23-375

CROSS REF.: GCBA - Professional Staff Salary Schedules