MEET AND CONFER DOCUMENT

CERTIFIED EMPLOYEES

2025/2026

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ARTICLE I

STATEMENT OF PURPOSE/RECOGNITION

The success of the total school program is directly related to the performance of the District certified employees. It is the intent of the Board to provide for its certified employees the working conditions, benefits, and salary that allows the district to attract and retain high quality staff.

The purpose of this Meet and Confer Document is to itemize, specify, and document those terms of employment, salary, and benefits which have been agreed upon by the Governing Board of the Kyrene School District and the Kyrene Education Association, hereinafter referred to as the Association, for the current fiscal year.

This document may be amended or modified by mutual agreement of the parties. Exceptions may be made only as a result of legal ruling or legislative action directly affecting this document, or by the consent of both parties in which event appointed representatives of the Governing Board and the Association will meet expeditiously to discuss the need to amend the sections affected.

The Association acknowledges that the Kyrene School District Governing Board has the sole and final responsibility to the taxpayers of the District and, therefore, cannot delegate its vested authority to other parties or groups. Items or sections which would not permit the Governing Board to carry out its statutory responsibility have been excluded from this Document.

The Kyrene School District Governing Board recognizes that the Kyrene Education Association represents the certified employees employed by the Governing Board of the District. Representatives of the Association and the Governing Board, in a cooperative effort, will communicate and explain the terms of this document to all the certified teachers of the Kyrene School District.

DEFINITION: For the purpose of this document, “employee” will be defined as a certified teacher, registered nurse, teacher on special assignment, counselor, social worker, certified coordinator or facilitator, occupational therapist, physical therapists, speech language pathologists and speech language pathologist assistants.

ARTICLE II

SALARY AND BENEFITS

Salaries

It is the goal of the Kyrene Education Association and the Kyrene School District to improve (increase) all salaries and working conditions in a way that is affordable now and, in the future, to acknowledge length of quality service and continuous learning so that we attract and retain quality teachers.

1) Employees are able to view their total compensation package on their total compensation report available through Employee Access https://tyler-kyreneschooldistrictaz.okta.com/
2) Any supplemental work offered to an Employee on a performance contract is not guaranteed by this Contract. Supplemental work opportunities may be canceled due to lack of student enrollment in voluntary programs or other unforeseen reasons. Compensation will not be awarded for work not performed and the Employee is not eligible to receive unemployment benefits for loss of supplemental work.
3) Salaries for New Employees

For employees new to the district, the starting salary at the BA level, with no experience will be placed at the entry level of the range. New employees with outside contracted-certified teaching experience will be granted experience credit up to nine (9) years, based upon the current experience formula unless the hiring is in a high needs area whereas additional years of experience may be granted in the form of a stipend.

a) Experience Criteria

New employees with experience outside the District will be given credit for certified experience as a contracted employee of an accredited public or private school with certification requirements similar to Arizona. Public schools operated by the Bureau of Indian Affairs and Department of Defense will be allowed for credit.

b) Education Criteria

i) Employees new to the District must furnish a complete, official set of all college transcripts within 30 days of the start of the contract.

ii) Evidence of all educational credit must be presented to Talent Management to be claimed for use in the initial setting of salary. Any courses taken prior to date of hire that were not verified by official transcripts and approved within the first fiscal year by Talent Management will not be eligible for salary credit.

iii) Credit will be allowed only for graduate courses completed after a Bachelor's degree and completed within the last ten (10) years, and excluding courses required for Arizona certification.

iv) Courses required for Arizona certification will not be eligible unless completed as part of the Post Baccalaureate Master's program, and only after Post Baccalaureate Master's degree is obtained.

v) Credits will be compensated at a value approved by the Board and credited in increments of 15 for the purpose of setting initial salary. Any additional credits may be submitted through Performance Matters.

c) Criteria for Adjustment in Salary

i. Salary Increases for Length of Quality Service

Future salary increases for length of quality service to the base amount will be determined through the annual Meet and Confer process. Factors influencing these increases will include the Meet and Confer team's compensation goal (listed in A. above), as well as fiscal conditions and District goals in support of student learning.

ii. Compensation Increases for Approved College Coursework

Salary increases for continuing education are determined by the completion of approved graduate level course work as described in the Professional Growth section of this document.

Employees who submit earned Education Credits by January 15 and who meet all criteria for receiving said credit will be compensated at the current credit value and for the number of allowable credits determined in the annual Meet & Confer process.

iii. Teachers who successfully attain National Board Certification Certificate will be eligible to receive a $2,000 annual stipend for each year that the certification is valid.

Teachers who complete the entire process and submit a completed application to the National Board, but who do not attain certification will be eligible for a one time only $2,000 stipend. In order to receive the one-time only stipend of $2,000 for the initial NBC submission, the employee must have filed a Notice of Intent by February 15 of the prior fiscal year.

iv. Teachers who successfully attain Certificate of Clinical Competency or PNCB Certification will be eligible to receive a $1,200 annual stipend for each year that the certification is valid.

v. Standards for Salary Adjustments

Teachers who receive a rating of Ineffective and are eligible for rehire will receive no increase in salary.

Teachers must receive one of the top three performance ratings on the teacher growth and evaluation system in order to receive any salary increase. A teacher, who receives an "ineffective" rating, will not receive any salary increase including market increase, continuing teacher increase, performance pay, and other forms of salary excluding compensation that requires extra duty. No opportunity will be given, at any time, to recover the loss of salary.

Salary Deductions

a) Employee organization dues (KEA, AEA, NEA, and ASHA), credit union/bank payments, 403b/457b deductions, insurance premiums, Kyrene Schools Community Foundation and charitable donations may be withheld from salary earned when requested by the employee.

b) Requests for 403b/457b participation may be made at any time during the year. Such requests should consider the total annual amount for the contribution and be divided by the number of pay periods excluding balance of contract paychecks. Two (2) weeks written notification is required by payroll to change continuous deductions.

c) Credit union deductions may be made at the employee's request. Changes received on or before payday will be effective on the following paycheck.

d) Deductions for employee organizations dues, Kyrene Schools Community Foundation will begin upon receipt of the appropriate documentation by the Payroll Department and will be deducted through May. All deductions must be authorized by the employee.

Mileage Stipend

If an employee's position is of a nature that it will require travel from the employee's primary work site to alternate work sites or other locations that are within fifty miles of the employee's primary work site, then they shall receive a mileage stipend. The amount of the stipend shall be dependent on the amount of anticipated travel based on the nature of the employee's job description. If the actual travel is less than the anticipated travel, then no monies shall be returned to the District. If the actual travel is more than the anticipated travel, then no monies shall be due to the employee. The mileage stipend is compensation in lieu of the requirement to track and submit actual mileage. The mileage stipend tiers are as follows:

Tier 1: Anticipated travel is 50 – 500 miles, Stipend is $250
Tier 2: Anticipated travel is 500 – 1,000 miles, Stipend is $500
Tier 3: Anticipated travel is greater than 1,000 miles, Stipend is $750

If an employee is expected to travel less than fifty miles during the year then they shall submit mileage claims when the travel takes place. If an employee travels outside the fifty-mile radius then they shall submit a travel claim for all expenses, including mileage.

Benefits

1. Insurance

Per the Kyrene Employees Benefit Trust (KEBT) Summary Plan Document (SPD), an employee working 30 hours or more per week/130 hours per month in all positions within Kyrene School District combined is health insurance benefits eligible. All benefits eligible employees have the option to waive KEBT medical coverage with proof of other existing insurance coverage.

The Governing Board will provide medical benefits for its employees through the Kyrene Employees Benefit Trust (KEBT). These benefits are subject to changing statutory requirements and changes by the KEBT. Employees will be consulted, where possible, on a contemplated change of benefits and will be advised if and when benefits have been changed as to the nature of the specific changes.

The Kyrene School District provides a medical plan allowance to be used to purchase one of the Kyrene medical plans. If the employee chooses to decline medical plan coverage, they are also declining the medical plan allowance.

Should the medical allowance dollars not cover the premium for the employee's selected coverage, the employee will have salary deducted to cover the cost. In the event the employee is unable to pay their premiums for their selected benefits from their paycheck, the employee will be notified by the District and the employee will be given payment instructions.

1) Employee Insurance Committee
   The Kyrene Education Association (KEA) may appoint two (2) employees to serve on the Employee Insurance Committee. The cost of substitutes in all instances will be paid by the District. [The committee may participate in all activities of the KEBT, including, but not limited to, committees as assigned and all meetings.] The role of the committee is to provide advice and input to the trustees of the KEBT for the purpose of adding value and perspective to its decisions.

2) Life Insurance Benefit
   Basic life insurance will be provided to all benefits eligible employees regardless of a waiver or election of a KEBT medical plan.

3) Flex Benefits/Spending Account
   a) New employees refer to New Employee Packet.
   b) Continuing employees see Open Enrollment Forms.

4) Continuation of District Insurance Plan
   a) Retirees can choose to elect COBRA through Kyrene for 18 months. When their COBRA election expires, or if they did not elect the COBRA continuation, they may go on the State plan or an individual insurance plan.
   b) Widows, widowers, divorced spouses, and spouses of Medicare eligible employees who become ineligible for coverage will be allowed to continue coverage for themselves and their dependents by electing COBRA continuation, at their own expense as outlined in the federal guidelines for COBRA continuation.
   c) Terminated employees may continue coverage for themselves and their dependents for eighteen (18) months, at their own expense by electing COBRA continuation, unless they become covered by another group insurance plan or become entitled to Medicare benefits.

d) Individuals requesting electing continuous coverage through COBRA will be required to pay the full group rate, plus an additional 2% to cover administrative COBRA costs.
e) Conversion or portability of Voluntary Life/Life Insurance may be requested by the employee after the termination of their active employee benefits due to termination of employment or during a period of leave absence that is not covered by the Family Medical Leave Act (FMLA).

5) Worker's Compensation
Any on the job work injury shall be immediately reported by the employee to their supervisor. For any on the job work injury requiring more than basic first aid, the employee and supervisor will report the injury to the Workers Compensation carrier the Alliance, by calling the Nurse Triage line 1-888-252-4689, as soon as practical. See Board Policy 3-404, 3-404 B

2. Authorized Absences

The Kyrene Education Association (KEA) and Kyrene Administration value the benefit of PTO (Paid Time Off). All PTO, accrued in the contracted year, can be used at the discretion of the certified employee; however, we ask that all teaching staff use professional judgment when taking PTO. When employees are absent: 1) students' learning is impacted; 2) the cost of substitutes impacts the budget; and 3) availability of qualified substitutes often creates a situation where classes and colleagues are impacted.

When entering absences into the system (Currently Absence Management) absences must be entered into absence management as PTO sick or PTO personal for reporting purposes. PTO sick can be used if the employee is unable to fulfill work responsibilities due to illness, physical disability, or medical appointment or treatment that cannot be scheduled outside of the school day of the teacher, spouse, partner, parents, spouses/partner's parents, siblings, and/or children. In addition, this benefit may be used for any relative living within the household who is claimed as a dependent. The unused portion of such allowance shall accumulate from year-to-year without limitation. Decisions relevant to the above may be appealed to the Superintendent or designee and KEA President or designee. PTO days can be used at the teacher's discretion, but it cannot be used to find other gainful employment or be used for employment outside of the district as specified in Board Policy 4-201- Employee Code of Conduct.

a) Employees accrue approximately twelve (12) days/96 hours per contract year of Authorized Absences. This is prorated for those who work part-time (.5 FTE contract or greater). Five (5) PTO days will be credited to the employee at the beginning of the year. Part-time teachers shall be credited with PTO days at a pro-rated rate in accordance with their FTE.

b) Seven (7)-PTO will accrue at the rate of .03365 per each hour compensated. These hours will be earned and credited on a per pay-period basis. Accruals will be based on actual paid time, not to exceed contracted FTE.

Employees who work less than a .5 FTE contract accrue up to 40 hours of Prop 206 sick time for the year at the rate of .03365 per each hour. Prop 206 time does not carry over from year to year in excess of 40 hours.

If a substitute is required, these absences may be used and reported for a half day or for a full day of work.

2) **Paid Time Off-Sick and Paid Time Off Personal**
a) Any unused PTO days will be credited to the teacher's accumulated PTO- sick balance. At the end of the contract year no more than twelve (12) days will be credited to the teacher's accumulated PTO-sick balance at the end of the contract year. The balance of time accrued will be credited to the teacher's accumulated PTO-sick balance at the end of the contract year. Existing days in the teacher's sick balance may only be used as PTO sick days.
b) If a principal/supervisor or Talent Management has reason to believe that a teacher has repeatedly violated or misused any PTO during the school year, he/she may request documentation related to the absences.
c) In the event that it can be shown that a teacher violated or misused their PTO or misrepresented any statement, he/she may be subject to reprimand and/or loss of pay for the days misused.
d) Need to verify use of PTO

The supervisor may require explanation or verification of PTO use:

- when a pattern of use is noted
- when there is a question of the continuity of quality instruction being maintained
- when the procedures have not been followed
- when the absence exceeds five (5) consecutive workdays

h) Failure to comply with PTO standards and procedures will result in a deduction of a day's pay for each day in question. Repeated failure to comply may also result in disciplinary action as defined in Board Policy.

i) In order to ensure substitute coverage, it is required that a teacher planning to use a PTO- personal day shall notify his/her principal/supervisor as far in advance as possible. This notification is NOT for prior approval, but for planning purposes only. This notification will protect the employee from the fifteen percent (15%) rule at the site and the risk of loss of salary.

j) In the case that more than fifteen percent (15%) of the certified staff on any given day at any given building has given notification of absence to their principal or through online absence reporting program, then no more PTO-personal days for that school may be available. The fifteen percent (15%) excludes absences for district/school business, district/school trainings, or extenuating circumstances (i.e.: flu epidemic).

k) PTO personal days may not be used on blackout days. Blackout days are as follows:

- First five (5) instructional days of school
- The first instructional day of each quarter
- Veterans Day cannot be combined with a personal day(s) to create a four-day weekend or longer.
- The workday prior to Thanksgiving Holiday
- Friday of the Waste Management Open
- State mandated assessment testing dates (excluding makeup testing). These dates are scheduled during the school year so any personal days that may have been previously granted during a tentative testing window may later be rejected due to a conflict with the test dates
- Last two (2) instructional days of the school year

If an extraordinary circumstance occurs and an employee requests to take a PTO-personal day on a blackout day or requires more than two (2) consecutive PTO personal days, he/she must submit the Request for Blackout Absence or More Than Two Consecutive Personal Days form to their principal or supervisor ten (10) business days prior to the restricted day. The employee may still submit a request when a ten (10) day notice is not possible. The employee will be docked the daily rate of pay with the possibility of future reimbursement pending approval, no more than five (5) consecutive PTO- personal or sick days will be approved. In the event an employee has used five (5) consecutive PTO sick days and is requesting additional PTO sick days before applying for a leave of absence, medical documentation may be required.

A request to utilize more than five (5) consecutive PTO personal days, either paid or unpaid, will not be approved.

Points of consideration for the principal or supervisor:

- Absence history
- Prior absences on blackout days
- Absence creates a hardship at my site during this time due to: _____
- 15%-person day cap exceeded for this date

PTO shall NOT be used to find other gainful employment or to be used for employment outside of the district as specified in Board Policy 4-201- Employee Code of Conduct.

3) General Leave/Personal:

Employee Sick Leave Bank

Employees are eligible to participate in the employee sick leave bank. At the employee's option, a sick day leave day may be used to contribute to an employee sick leave bank. **See Appendix A on page 28.**

The KEA Employee Sick Leave Bank committee is responsible for managing the Employee Sick Leave Bank. All communications should be directed toward the KEA representative appointed to that committee. Talent Management is responsible for the following tasks:

- Check participating employee's accruals
- Verify that all available resources, e.g. sick day/personal day hours, deductible absences and advance usage of sick days, have been used
- Debit and credit accruals/deductions in the personnel system

Employee Bereavement Absences

An employee who is contracted to work 20 hours a week or more shall be granted compensated bereavement time not to exceed three (3) days per annum, prorated to FTE, where such an absence is necessary due to a death in the employee's immediate family or employee's spouse's/partner's immediate family.* If there is a need for additional time for bereavement, and an employee has accrued personal and sick time, the employee may use that time for additional days and additional time may fall under the application of Board Policy 4-302, 4-302.E, 4-201and must be approved by the Governing Board. An employee who is contracted less than 20 hours a week shall be granted uncompensated bereavement time not to exceed three (3) days per annum, prorated to FTE. Form is available on the Talent Management website.

* "Immediate family" for this section only and 2 (a)4 is defined as: 1) The spouse or domestic partner of the employee, 2) The children (including son-in-law/daughter-in-law), parents, siblings, grandchildren, or grandparents of the employee or the employee's spouse or domestic partner; 3) Relatives living within the household who can be claimed as a dependent.

Deductible Absences

Three (3) days/twenty-four (24) hours may be used by employees under provisions of the authorized absence benefits for sick day usage. A portion of the employee's salary will be deducted to equal to the daily rate of the standard substitute pay rate. This will apply whether or not a substitute is actually required for the position. Requests for this absence should be directed to the supervisor on the Absence Request Form at least five (5) days prior to the time of absence. This absence is non-cumulative. These days may also be requested for pay during an authorized leave of absence when all accrued time is exhausted.

Other Absences

a) The President of the KEA, or designee, will be provided initially with (5) days plus one (1) day for each existing school. The cost of substitutes will be paid by the KEA. Additional days may be authorized by the Superintendent.
b) Jury duty absence. Jury duty absence for employees is allowed with regular pay, less jury duty pay, without any deduction of authorized compensatory absence. Please see the jury duty FAQs on the Talent Management website for complete procedural information.
c) Response to subpoena: If an employee is subpoenaed to appear in court in a matter in which he/she is not a party, the employee may take the time without any deduction of sick days/personal days, provided appropriate documentation (e.g., the subpoena) is provided.

Cash-Out of Sick Days/Personal Days Benefits Upon Termination/Retirement

a) For employees working within the District during the 2004-2005 school year (before July 1, 2005) and continuing in employment, upon termination, whether by resignation, non-renewal of contract, dismissal, retirement, or death, they will receive remuneration for each day of accrued authorized compensatory absence on the following basis:
   - Eight (8) years of continuous service – 45% of the daily rate based upon the current base for the employee.
   - Thirteen (13) years of continuous service – 50% of the daily rate based upon the current base level for the employee.
b) For employees hired for the 2005-2006 school year (on or after July 1, 2005) and thereafter, they will receive remuneration for each day of accrued authorized compensatory absence upon retirement with ASRS, long term disability approval or death on the following basis:
   - Eight (8) years of continuous service – 45% of the daily rate based upon the current base for the employee.
   - Thirteen (13) years of continuous service – 50% of the daily rate based upon the current base for the employee.

c) Employees must retire with ASRS according to the ASRS rules to be eligible for cash out. Retirement status must be confirmed by the district in the ASRS system within 31 days of the employee's last day of work in the district or within 31 days of the end of the fiscal year in which the employee retires from the district, whichever is sooner.
d) ASRS Return to Work employees that meet the above requirements are eligible for cash out.
e) The maximum accrued (sick days/personal days) for remuneration will be:
   - employees hired for the first time in the District, July 1, 1982, and after, maximum of 100 days;
   - employees hired from July 1, 1979, through June 30, 1982, maximum of 125 days;
   - employees hired from July 1, 1977, through June 30, 1979, maximum of 150 days;

Employees who were hired prior to July 1, 2019, and are eligible to receive a cash-out of their accrued time may choose between the following two options:

a) Take the cash disbursement subject to applicable taxes; or
b) Direct deposit the sum on a pre-tax basis into an existing Kyrene employee 403b account with the current provider.

Employees hired or rehired on or after July 1, 2019, will be paid out only through a direct deposit into a 403b account of all Sick days/Personal Days upon retirement. Qualifying 403b accounts may be set up at time of hire. Failure to open a 403b account prior to retirement will result in a forfeiture of any Sick Days/Personal Days funds owed.

For more information about this process, please contact the District's 403b provider through the Benefits department.

3. Leaves

Employees must notify Talent Management/Employee Relations to discuss eligibility for an approved leave in the event of any absence: (1) that exceeds ten (10) consecutive workdays; and/or (2) when an employee exhausts all days of sick days/personal days. Employees may request the following leaves of absence, if eligible:

Governing Board Approved Leave

a) Annual Non-Compensable Leave
b) General Medical Leave
c) Sabbatical Leave
d) Military Leave
e) State or National Office Leave
f) Personal Leave
g) Victim Leave
h) Extenuating Circumstances Leave

The Family and Medical Leave Act (FMLA)

The District shall fully comply with the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U. S. Department of Labor. See Board Policy 4-302, 4-201. An eligible employee under FMLA is one who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the FMLA is to commence. Employees must provide thirty (30) days advance notice when the need for leave is foreseeable; when thirty (30) days is not possible, the employee must provide notice as soon as practicable. FMLA may be granted:

a) For incapacity due to pregnancy, prenatal medical care or childbirth
b) To care for the employee's child after birth, or placement for adoption or foster care
c) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition
d) For a serious health condition that makes the employee unable to perform the employee's job
e) Military Family Leave
   - Leave for eligible employees that qualifies under FMLA, will be designated as FMLA.

Upon reinstatement, the employee will receive salary at the level eligible at the time of the leave. Applicable education credit will be determined under the provisions found in the section Professional Growth Standards for Educational Credit.

Annual Non-Compensable Leave

Full time teachers in their fourth continuous contract year or later, may request an annual non-compensable leave that may be granted by the Governing Board for a period of time not to exceed one contracted school year. Such leave requests will be considered contingent upon the best interests of the District. Annual non-compensable leaves may be requested for:

a) Recovery from or treatment of personal illness or injury (verification from health care provider required)
b) Caring for a child the school year of, or subsequent to, the birth/adoption/foster care placement of employee's child
c) Caring for a child with a serious health condition (documentation required)
d) Caring for a member of the employee's immediate* family as defined on page 10
e) Serving as an exchange teacher or as a teacher in a foreign country (documentation required)
f) Further educational study for the purpose of obtaining an endorsement, additional certification or advanced degree (documentation required) related to the field of education
g) Improvement of Kyrene instructional skills through work experience (documentation required)

The following conditions apply:

a) Written requests to the Board for annual non-compensable leave, with required documentation attached, must be received by Talent Management no later than **February 15 of the year prior to the leave**.
   - Extension to February 15 notification deadline will be granted only in extraordinary circumstances and may be considered only upon submission of a written request which must be received by Talent Management no later than the date certified contracts are issued.

b) Written notification to the Board of the intent to return or not to return to active status as a contracted employee the following school year after the leave must be received by Talent Management no later than **January 15 of the leave year**.

   - Extension of the January 15 notification deadline will be granted only in extraordinary circumstances and may be considered only upon submission of a written request which must be received by Talent Management no later than **the first day after Winter Break**.

c) An extension to June 1 may be considered by the Board for requests to serve as an exchange teacher or as a teacher in a foreign country. The written request must include a copy of the exchange/overseas teaching application.

d) The employee will not be eligible to work in any capacity for the district during the school year in which the annual non-compensable leave is granted by the Governing Board. The teacher will be on inactive status and ineligible to receive wages, compensation or benefits of any kind during the annual leave period.

General Medical Leave

General leave for the employee's medically necessary surgery, accident, major illness, or childbirth and recovery, may be granted in cases where the employee is not eligible under the Family and Medical Leave Act.

Sabbatical Leave

The Board recognizes the importance of continuing education for the employees of the District. The Board has acknowledged this principle by providing for educational credit and by providing opportunities for staff development education through workshops and other means. Sabbatical leave may also contribute to this principle.

Sabbatical leaves may be granted by the Board, contingent upon availability of District funds to an employee who has been employed for at least seven (7) consecutive years prior to the application for leave. Sabbatical leave requests must be made by February 15 of the year prior to the requested leave. Criteria, qualifications and requirements are pursuant to Board Policy 4-302 and Arizona Revised Statute 15-510.

Sabbaticals may be granted for:

a) Study in an accredited institution of higher learning (no less than nine (9) semester hours of coursework per semester must be taken and completed).
b) Study under a fellowship grant from a recognized foundation or a research organization engaged in educational research.
c) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution.

Military Leave

Military leaves of absence will be granted pursuant to Board Policy 4-302 to employees in accordance with existing state and federal statutes. (A.R.S. 26-168 and 38-610 and U.S. Code Title 32, paragraph 75.)

State or National Office Leave

If an employee is elected to a state or national office of a professional education association, the employee may be granted a non-compensable leave for the term of said office. Employees may apply for additional non-compensable leaves if re-elected or elected to an additional office.

Personal Leave

Leave for less than one (1) year, which does not qualify under any of the other available leaves, may be granted in extraordinary circumstances. Requests must be approved by the principal/supervisor and the Assistant Superintendent of Talent Management and will only be granted if the leave would not disrupt the continuity of the instructional program.

Victim Leave

Upon submission of required documentation, Victim Leave will be granted pursuant to Board Policy 4-302 if an employee is the victim of juvenile or adult crime and is exercising a right to be present at a proceeding as defined in A.R.S. 8-420 or 13-4439. Leave for this purpose may be limited if the leave creates an undue hardship to the District.

Extenuating Circumstances Leave

See Board Policy 4-302, 4-302.G, 4-201 for eligibility and specific details regarding this leave type.

Applicable to All Leaves of Absence Types

- Sick days/personal days must be used during a leave of absence in accordance with Board Policy 4-302, 4-302.G, 4-201, other than annual non-compensable leave. When sick days/personal days are used during a leave of absence, sick days/personal days shall continue to be accrued at the regular rate.
- The employee should contact Talent Management/Employee Relations for an appointment for specific information regarding conditions of their leave prior to requesting the leave to ensure eligibility for continuity of compensation, medical benefits and legal rights.
- All rights of employment such as Continuing/Probationary status and accrued sick days/personal days will be preserved and available to the employee. Contact Talent Management Employee Benefits for specific details.
- Sick days/personal days not yet earned may not be used during the leave.
- The employee will complete necessary paperwork online or by contacting Talent Management/Employee Relations and will submit health care provider certification of the need for medical leave.
- The leave may begin at an earlier date, may be delayed, or may be extended, based upon verification from the health care provider that supports a change in dates.
- At the District's discretion, a further extension to the leave may be granted through the remainder of the school year in order to maximize continuity of educational programs for students. The employee may use sick days/personal days during this extension period.
- In order for the employee to receive pay during winter or spring break, or any approved contract holiday, it is necessary for the employee to be in attendance or use sick days/personal days for one (1) day preceding and following the break period.
- The District may require a medical examination by a physician of its choice to substantiate the disability, the employee's ability or inability to return to work, or the employee's ability to continue to work prior to

the disability if the District feels there might be a danger of health and safety of the employee or the students. In such cases, the District will bear the cost of the physical examination. The response from the physician will be in writing.

- During the leave, except in cases where the employee accepts employment in another Arizona public school district, medical insurance benefits received immediately prior to the leave will be allowable under the COBRA guidelines, should the employee choose to pay for such insurance for the requested leave.
- Except as otherwise provided in law or policy, an employee cannot be guaranteed the same placement or assignment as prior to the leave.
- Employees who take a leave for a part of the year will receive a year's service credit provided they complete fifty-one percent (51%) or more of the student attendance days, as defined under Arizona Statute (§15-501).
- Part time employees who take a leave will be reinstated at the same FTE as prior to the leave.
- Employees on an improvement plan or disciplinary action at time of leave will be returned to the same site, if applicable dependent upon leave type and length. Regardless of site, the employee will be subject to the same improvement plan or disciplinary action.

ARTICLE III
TERMS OF EMPLOYMENT

A. Teacher Contract Days

1. The number of working days for all employees will be 190 days, defined as follows:
   - 180 Student attendance days
   - 5 Working days prior to the first student attendance days for returning and new employees
   - 1 A Staff Development Day in the fall with date adopted by the Governing Board
   - 1 One contract day at the beginning or at the end of the school year as determined by the adopted school calendar
   - 3 Three contract days during the school year as determined by the adopted school calendar for the explicit purpose of: grading, finalizing report cards, instructional planning, or job specific preparation. No district or site-based meetings will be held for site-based certified employees. Exceptions may be made under extraordinary circumstances (e.g. IDEA and Section 504 meetings). *Teachers hired after Orientation for New Educators (ONE) may agree to receive curriculum training on the Fall Planning for Student Needs Day or Fall Teacher Workday.
   - 6 Additional early release days (4 for Parent/Teacher Conferences and 2 for Planning Student Needs). Planning for Student Needs Day can be used by an individual teacher or grade level team at the individual school site to plan for the specific needs of their students. No district or site-based meetings will be held for site-based certified employees. Exceptions may be made under extraordinary circumstances (e.g. IDEA and Section 504 meetings).

2. In addition to the above, all teachers new to Kyrene will be required to attend four (4) days of New Educator Orientation prior to the starting date for returning teachers.

   For the purpose of determining a daily rate of pay for additional duties, the total working days (190) will be used.

   For the purpose of determining a daily rate of pay for all other reasons (i.e., leaves of absence and/or termination), the total contract days, inclusive from the start date to the end date (212), will be used.

3. It is recognized that teachers need time to plan and prepare for the school year. Priority will be given to classroom preparation and instructional planning whenever possible. Thus, the beginning of the contract will be scheduled as such:

   In the event that district-wide PD is required during the returning employee days on the calendar, the PD will occur during the time designated for Site Staff Meetings/District Orientation. If the district PD needs to be arranged ahead of time, then the district reserves the right to identify the specific day and hours of that training.

New Employee Days	Returning Employee Days	Purpose
4.0		Orientation for New Educators
2.0 (or 1.5 see below*)	2.0 (or 1.5 see below*)	Site Staff Meetings/ Trainings/Professional Development
3.0 (or 2.5 – See below *)	3.0 (or 2.5 – See below *)	Classroom preparation Instructional Planning Meet with team or IAs Family contact Prep for Meet the Teacher • Sites will designate at least a half day of classroom preparation and instructional planning on the first day of returning teacher's contract • Meet the Teacher day and the day before students arrive will be

		designated for teachers - If needed, administration may hold a meeting of up to 1 hour on the day before students return for any last-minute updates which will be counted as part of the site's two days • Days will be divided in either ½ or full days to allow for continuous chunks of time • Any changes to the schedule will be determined collaboratively at each site
*0.5	*0.5	*All-District Staff Meeting (Option of the Superintendent)
Total Days = 9.0	Total Days = 5.0	

4. The Kyrene Teacher Induction Program

Teachers who are new to Kyrene will participate in the Kyrene Induction Program. See Appendix F.

5. Early Release/Restructured Week

District-wide early release, not to exceed two (2) hours, will occur on every Wednesday. The primary purpose of early release Wednesdays is to support student learning through department, grade level, or job alike Professional Learning Communities (PLC). Regular participation in PLC is an expectation of all Kyrene teachers because best practice indicates that weekly PLCs have the greatest positive effect on student learning.

- A PLC day is to be used by grade level or other identified teams at individual school sites. The purpose of a PLC day is to provide teams of teachers the opportunity to meet to discuss the four essential questions that guide PLC work (What do we want students to learn? How will we know when students have learned it? How will we respond if students do not learn? How will we respond if students already know it?). Examples of PLC work could include, but are not limited to, data analysis, professional development (determined by the team), instructional planning, and any other work directly connected to the four essential questions deemed necessary and appropriate by the team of teachers.

PLCs will meet for a minimum of 60 minutes. Once PLC expectations have been fulfilled, the remaining time will be valued as Individual Teacher Time.

- Individual Teacher Time activities could include planning and preparing for instruction, making parent phone calls, collaborating, grading, organizing materials, or working with teammates.

The expectation is that staff follow the Wednesday Early Release Schedule, unless otherwise agreed upon by principal and impacted certified staff. Staff who are interested in holding PLC outside of the Wednesday Early Release Schedule should share their request with the school leader. Job alike teachers should meet as PLCs based on the Wednesday early release schedule.

Exceptions may exist for the following reasons:

- Eight (8) Wednesdays will be designated each year as Site Days to be used for a staff meeting, professional development and/or PLC, at the principal's discretion.
- Thanksgiving week
- Conference windows
- Five (5) District Days
- Last week of school

Staff meetings will be scheduled on Site Days unless another day is agreed upon by a majority of certified staff. No other meetings will be held during designated early release time. Exceptions may be made under extraordinary circumstances (e.g. IDEA and Section 504 meetings). It is expected that staff will be present at school or District sites to complete these tasks and will notify their principal/supervisor when they need to be absent during early release time. Certified staff members whose work schedule includes early release time must submit an absence report to Talent Management when they are not present on campus during this time. The early release schedule will be reviewed annually through Meet & Confer.

♣ For schools that have been granted defined autonomy (operational flexibility) with regards to this subsection of the Meet and Confer document:

- These schools are not required to follow the district Wednesday Early Release calendar. They may schedule a "Nuts and Bolts" Required Staff Meeting up to twice a month for no more than 30 minutes each outside of the Wednesday Early Release calendar. The alternate day/ time of these meetings will be agreed upon by a majority of certified staff. Site administration will cancel the meeting if not needed.

A. Teacher Workday - Professional Staff Schedules and Calendars

It is recognized that successful school programs are dependent upon the reliable and timely presence of members of the teaching staff. It is also recognized that teacher responsibilities extend beyond the established workday. To ensure the safety of students, the ability to communicate with staff, parents, and students, attend scheduled meetings, conferences, duties, et cetera, certified staff is expected to be present on campus during student learning hours as well as the time students are on campus before and after regular school hours. Flexibility for individual staff circumstances will be respected and considered by the principal/supervisor. Teachers will be responsible for communicating these circumstances to their principal/supervisor.

Certified staff is expected to return phone calls, voicemail, and email by the end of the next school/business day. Upon return from an absence, the employee is expected to return the message by the end of the next business day.

When district and site structured early release professional development occurs outside the normal work day for part time and job-share teachers, part-time and job-share teachers will collaborate with their supervisor on ways to obtain professional development information. This information may be accessed in the following ways:

- Training attendance
- PowerPoint presentations
- Training session videos
- Books and/or articles
- Information sharing with supervisor or colleagues

The certified Meet and Confer document provides that all part-time teachers who are required to attend site activities prior to the first attendance dates of students, as well as the staff development day in the fall, will be compensated at their daily rate of pay.

Certified staff is expected to attend scheduled staff meetings. It is expected that staff will notify their principal/supervisor when they cannot attend and make arrangements to obtain any/all information, which was presented, shared, discussed during district or site meetings. All teachers are expected to participate in required district teacher professional development.

B. Board Policy 4-201 – Professional Staff Meetings

The Superintendent will arrange for and hold staff meetings as the need may arise. This authority may be delegated to the school principals, who may hold such building meetings on a regularly scheduled basis or as they may arise. All teachers are required to attend any such meetings unless officially excused by the principal or the Superintendent prior to the meeting.

All certified staff are expected to attend Meet the Teacher, Curriculum Night, and Parent Conferences as described in Meet and Confer. Staff members are expected to attend their specific grade level evening performances, preschool, and kindergarten showcase (Pre-K & K). Attendance is expected at Middle School Promotion Ceremony (8th), Academic Awards Event (6th- to 8th), and 5th- to 6th grade Showcase Night (6th and elective teachers). Attendance at other school and evening events is appreciated, but voluntary.

Certified staff and school administration will collaborate in the design of the supervisory duty schedule and every effort will be made to ensure equity of assigned duty.

The value of uninterrupted planning and preparation time within the school day is recognized. Elementary school sites will protect special area planning time for teachers unless agreed upon by the PLC and the site administrator.

♣ For schools that have been granted defined autonomy (operational flexibility) or schools whose teachers have an additional special area section weekly with regards to this subsection of the Meet and Confer document: Participating elementary schools may add a PLC during one teacher planning time a week.

In order to minimize disruptions to instruction, staff cell phones should not be used for personal business, except for extenuating circumstances, during designated breaks, and when students are not present.

Part-time, job share, and traveling teachers will meet with their supervisor(s) to identify their responsibilities regarding these professional standards.

A thirty (30) minute uninterrupted, duty/meeting-free lunch will be provided for employees. The principal shall retain the right to temporarily adjust the thirty (30) minute lunch in cases of inclement weather or emergency circumstances.

C. Part-Time Employment

Part time employees must work thirty (30) hours or more per week/130 hours per month in all positions within the Kyrene School District combined in order to be eligible for medical benefits and insurance as outlined under insurance in this section.

It is recognized that there are some part-time teaching assignments or job share agreements that can be mutually beneficial to students, employees, and the District. The Board may consider part-time contractual arrangements when the following conditions can be met:

1. The daily continuity of services to students is maintained
2. The principal/supervisor approves the arrangement

D. Employment – Application of Salary Adjustments

In this section Continuing* refers to employees employed for more than the major portion of three (3) consecutive years. Probationary** refers to employees employed for less than three (3) consecutive years.

1. Employees who have attained Continuing status and who take part-day assignments will retain Continuing status if they are employed under contract on a part-time basis for at least forty percent (40%) time. "Forty percent" means employed for at least forty percent (40%) of the class load assigned to full-time employees of the same grade level as determined by the Board.

2. Probationary employees who accept part-day/full-year assignments will not advance to Continuing status.

3. Probationary employees who accept full-day/part-year assignments, and who work fifty-one percent (51%) or more of the student attendance days will advance to Continuing status. If employees are in their fourth consecutive year in this type of situation, they will have achieved Continuing status.

4. Probationary employees who accept full-day/part-year assignments, and who work less than fifty-one percent (51%) of the student attendance days, will not advance to Continuing status.

* ARS 15-538.01. Certified teacher who has been employed by the school district for more than the major portion of three consecutive school years.
**ARS 15-536. Certified teacher who has not been employed more than three consecutive school years.

E. Salary Adjustment for Returning Part-Time Employees

Salary adjustments for part-time employees are the same as for full-time employees as referenced under Salaries for Continuing Employees.

F. Contract Renewal for Part-Time Employees

Contract renewal of part-time employees will depend on their status as a Continuing or Probationary teacher. Contracts will be automatically renewed only at the same FTE level or greater than the current year and only for continuing employees. Probationary teachers who are less than 1.0 FTE and any teacher less than .5 FTE will be notified of non-renewal by Talent Management.

G. Terms of Employment – Teacher Days

New part-time employees are required to attend nine (9) days of District and site orientation and training activities as may be required by the District. Returning part-time employees are required to attend five (5) days of District and site

activities prior to the first student attendance day. In addition, all part-time employees are required to attend a staff development working day in the fall. Compensation for before-year and during-year activities will be at the prorated contract daily rate and will be paid by performance contract.

H. Professional Growth

1. Standards for Educational Credit

Graduate level university credit is eligible for movement on the salary schedule.

1) Types of Credit Allowed

a) University credit
- Graduate level courses
  Graduate level coursework for professional growth is the expected standard in the District.

b) District and Out of District Professional Development Classes and Workshop Credit
- District and Out of District Professional Development classes are eligible for recertification hours only.

2) Credit Not Allowed

a) Credit will not be allowed for courses which are repetitive in content.
b) Employees may not receive educational credit for courses taken prior to date of hire that were not claimed within 30 days of the start of the contract and verified by Talent Management within the initial contract year.
c) Employees may not receive educational credit for courses unless they have received a grade of C or higher, or a Pass grade in a Pass/Fail course.
d) Course instructors are not eligible for educational credit for courses taught.

3) Credit Conversion

Quarter-hour credits will be evaluated as equal to two-thirds of one (1) semester hour credit for educational credit.

2. Employee Responsibilities and Professional Growth Timetable

Employees are eligible for compensation for educational credit for the next fiscal year should funding be available.

1) Submitting Coursework
To be eligible for compensation for the subsequent year, a Notice of Intent to Move Form must be submitted to Talent Management no later than 4:30pm by January 15 each year (Available on Talent Management web page https://www.kyrene.org/domain/533). Additionally, completed coursework must be submitted in Performance Matters any time prior to the end of the subsequent contract year. For any completed degree, an official transcript must be submitted to Talent Management

2) Coursework Status
Teachers may check the status of submitted coursework through Performance Matters, External Credit Requests. Performance Matters system uses the following status remarks:

a) icon – Coursework has been successfully entered into External Credit Request and is in the queue to be processed.

b) icon - Coursework meets Professional Growth Standards and is eligible for compensation in the next fiscal year should funding be available.

c) icon – Coursework is Not-Eligible meaning complete coursework does not meet Professional Growth Standards or paperwork submitted is incomplete. An explanation will accompany a denial.

** Final Approval of Educational Credit – Final evaluation for educational credit will only occur when all transcripts or Notice of Intent has been submitted by 4:30pm on January 15. For courses completed between January 15 and June 30, Notice of Intent must have been filed prior to January 15 and transcripts must be submitted within thirty (30) calendar days of course completion.

National Certification
For district planning purposes, certified staff applying for a National Certificate must submit a declaration form by the annual 4:30pm February 15 deadline. Evidence of submission or attainment can be submitted at any

time in the following contract year.

a) NBC, CCC and PNCB salary adjustments may be considered on a different timeline because of their different due dates. Contact Talent Management for this alternative timeline.

Certified staff who successfully attain or hold a valid National Certification(s) may be eligible to receive an annual stipend up to a maximum of $2000 for each year that the certification(s) is valid-provided that the criteria below is met.

A tiered compensation structure is applied to eligible national certificates. The Professional Growth Committee will determine if compensation is payable based on criteria that will include but is not limited to the following:

a) Certification directly relates to the employees' position and provides additional expertise to the District
b) Certification has national recognition and is affiliated with a national professional organization
c) Certification is granted with successful completion of testing
d) Certification compensation amount to be tied to the amount of rigor for completion, up to $2000 being granted if comparable to the certified National Board Certification
e) Certification authenticity is verifiable
f) Certifications have an expiration date and/or are renewable, or
g) If a certification does not have an expiration date, it must be less than 10 years old at the time of initial consideration. If the certificate is older than 10 years, the employee must submit completion of 60 hours of related professional development (within the past 10 years) with the initial application.
h) After 10 years from original issue date of certificate, in cases where there is no expiration date or renewal required to maintain the certificate, the employee must submit documentation to Talent Management showing that they have continued professional development that is directly related to their position with the district. To renew the stipend payment with the district for an additional 10 years, the employee must demonstrate completion of 60 hours of related professional development within the three (3) years prior to the 10-year marker. Such professional development may include; seminars, conferences, district classes, webinars, workshops and position related coursework.

Tier 1 national certifications thus far approved at $2000 per annum are as follows:

- National Board Certification Certificate

Tier 2 national certifications thus far approved at $1200 per annum are as follows:

- Certificate of Clinical Competency
- Pediatric Nursing Certification Board (PNCB)

Tier 3 national certifications thus far approved at $600 per annum are as follows:

- National Certified School Nurse

Tier 4 national certifications thus far approved at $300 per annum are as follows:

- Registered Behavior Technician

See Appendix C for Professional Growth Committee rubric.

If the certification has not been approved in the past, it will need to be reviewed by the Professional Growth Committee and taken to Meet and Confer for consideration.

3. Professional Growth Committee

1) The Professional Growth Committee will be appointed by the Superintendent and KEA President each year. Once appointed, members shall continue as a committee for one school year. Membership will consist of One Professional Development representative, One Talent Management representative, and one member of the Kyrene Education Association
2) **Function of the Committee**
3) **The Professional Growth Committee** will be assembled as needed. The function of the committee will be to assess the eligibility of coursework for graduate level salary schedule movement and consideration of national certification recognition. The committee is responsible for determining specific evaluation criteria and respective timelines, as needed. Decisions will be made by majority vote and are not subject to appeal.

4. Educational Credit Appeals Process

If an employee does not agree with the committee decision, he/she may request a review and decision by the Assistant Superintendent/designee and the President of the KEA or designee.

District funds may be available to employees, upon the initiation of the administration, to encourage their professional participation at educational conferences, which will support improvements in the capacity of teachers to deliver instruction.

I. Outside Employment/Volunteer Work

An employee may contract or assume additional employment beyond the teaching contract day when assurance is given that such employment will not interfere with the completion of the contractual day.

J. Release from Contract

The employee recognizes that their contract is in effect for the full term of an academic school year and any release from their contract will be limited only to those circumstances as identified in Board Policy 4-201. In the event the employee does not fulfill the obligations under their contract and/or fails to abide by Board Policy 4-201, the employee understands that the district will recommend that the Board terminate the employee's Contract and file a complaint with the Arizona Department of Education. The employee recognizes that the district will incur expenses of securing a replacement employee, possible costs for a substitute and potential loss of professional services. The employee and district agree that these expenses and disruption of services, in addition to the emotional and academic expense to students who will not have the stability of the employee in the classroom, or an employee who provides support services, are difficult to determine, and therefore it is appropriate to assess an amount certain as liquidated damages. The employee and district agree that the liquidated damages that may be assessed against the employee for release from contract with Board approval or resignation without Board approval, after execution of their contract by the employee shall be in the amount of one thousand one hundred dollars ($1100) before September 30 of the contract year and shall increase to one thousand five hundred dollars ($1,500) for the remainder of this contract term. The amount of liquidated damages will be based on the earlier of: (1) the date the Governing Board approves employee's release from this contract; or (2) the date the Governing Board approves the hire of the identified replacement teacher. Any amount of liquidated damages owed pursuant to this paragraph may be withheld and recouped from any remaining salary due to the employee; in the event a balance remains owed after recoupment, the employee will pay the remaining balance to the district within fifteen (15) days of termination of employment.

K. Re-employment

1. An employee who has been previously employed by the District and is not ASRS retired will receive full Kyrene salary if that employee is re-employed within forty-eight (48) months. The employee shall be compensated at the base amount of his/her last documented contract, or the employee may choose to come in on the salary schedule on the same basis as any new employee, if that would result in a higher salary.
    - A returning certified employee who is being reemployed will be placed in the cell nearest their exiting salary.
    - Returning employees who were on the regular salary schedule will return to the regular salary schedule upon their return and the 6-year timeline to earn the retention increase resets.
    - Returning employees who were on the retention schedule will be placed on the retention salary schedule upon their return.
    - An employee who returns to Kyrene after the 48-month window will be placed as a new teacher.

2. If an employee resigns at the end of the contract year and is re-employed for the start of the following contract year, accrued absences, if not paid out, will be reinstated.

3. If an employee chooses to retire or has any break in service and subsequently returns to service, the employee will have a new hire date and will be reinstated at a Probationary status.

4. First year Kyrene Return to Work Retired Employees as defined by Arizona State Statute will be placed at their last base exiting salary minus the full Alternative Contribution Rate (ACR,) or according to the placement rules of new hires, whichever is greater. Return to Work Employees that retired from another district will fall under the placement rules for new hires.

5. Persons dismissed because of a reduction in force, and who return at a later date, when called by the District, will return with all allowable benefits accrued at the time of dismissal.

L. Staff Relations

All employees employed by the Board will be responsible to the Board through the Superintendent. All employees will refer matters requiring administrative action to the administrative officer immediately in charge of the area. Administrative officers will refer such matters to the next higher authority when necessary.

M. Staff Protection

Each school within the Kyrene School District implements Positive Behavioral Interventions and Supports (PBIS). PBIS is an evidence based three-tiered framework designed to improve and integrate all of the data, systems and practices affecting student outcomes every day. Implementation of PBIS includes the development of a standardized

system based on Major and Minor Discipline Flow Chart. Each school creates a Major and Minor Flowchart that is agreed upon by the school staff and aligned with the District discipline process.

To ensure understanding of the PBIS-MTSS process at each school, administration is responsible for sharing the PBIS flowchart and MTSS process at the beginning of each school year, as well as providing opportunities for feedback from relevant stakeholder groups.
The Board will be vigorous in its protection of all employees from physical and/or verbal abuse. If physical or verbal abuse is substantiated, certified staff can request support for a restorative conversation as soon as possible.

1. Any employee who is threatened with harm is to notify the principal or supervisor immediately, and steps are to be taken at once to protect the employee's safety.
2. Arizona state law allows teachers to request the removal of a student from their classroom. See Policy 5-306

3. The Board will protect employees through a comprehensive liability insurance program. A copy of such policy is available for inspection in the business office.

4. The Board will hold harmless and defend any District employee from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing assigned duties as an employee of the District under the provisions of the District's liability policy, whether or not that person is employed by the District at the time the claim is made, provided that the District will not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.

N. Confidentiality of Personal Information

1. Personal information concerning employees—residence, phone numbers, and address—will not be given out without the employee's consent. If a parent or other person requests such information, the offer will be made to take the caller's phone number. The employee will be notified of the call.

2. At the time an employee signs an employment contract, a form will be made available to sign which releases the employee's name, address, and phone number to the KEA President for use in conducting Association business, e.g., committee assignments.

3. A District directory will be available to staff and Board members only and may not be distributed to non-district persons.

4. Employee/student phone numbers and addresses will not be used for personal or financial gain.

O. Certified Personnel Files

1. Personnel files are established, initiated, and controlled by the District for the purpose of maintaining a record of the qualifications and performance of employees.

2. Material originating within the District and which concerns an employee's conduct, service, or personality will not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee will acknowledge reading such material by affixing a signature on the actual copy to be filed and will be issued a copy. Such signature does not necessarily indicate agreement with the content of such material. In those instances, when an employee refuses to sign such material, the administrator will call the employee and have the material read before a witness who will then sign a statement indicating that the material was read to the employee. A refusal to be on hand for the reading of such a statement before a witness will be regarded as insubordination.

3. The employee will have the right to respond to those items specifically addressed within the materials placed in the file. The response will be submitted to the individual's immediate administrative supervisor, read by the Assistant Superintendent and attached to the file copy. The response may be accepted only if the contents are directly relevant to the contents of the material in question.

4. All references obtained on the basis of confidentiality for the purpose of initial employment or promotion, originating either outside the District or within the District, will not be subject to this agreement and, therefore, will not be available for inspection by the employee. Those items covered would be placement files or letters of recommendation for initial employment or promotional employment within the District.

5. All materials must be dated at the time they are placed in the files and may not be removed except through grievance. The signature of the employee and immediate supervisor will be affixed to each document.

6. All materials placed in the District employee personnel files and originating within the District will be available for inspection by the employee and administration. Requests for inspection will be given in writing to Talent Management twenty-four (24) hours in advance of the date desired. Talent Management will schedule a time for the inspection and will make arrangements for a staff member to be present when the inspection takes place.

P. Communication of Information

The following types of information will be available on the Kyrene website.

1. Board minutes (unofficial)
2. Board Minutes (official)
3. Board agendas
4. Meet and Confer Agreement

Board meeting packets will be provided to the President of the Kyrene Education Association. The contents and delivery of the packet will be identical to that provided to the media. Additional copies of any of the above materials may be obtained by complying with District procedures set forth in the "Operations Manual" under the heading: "Procedure for Viewing or Requesting Copies of Public Records."

In addition, a copy of the policies of the Board and the Administrative Operations Handbook will be available in the library of each school. A mail receptacle for the Kyrene Education Association will be provided at each school with the location to be determined by the principal.

Q. Political Activities

The Board recognizes that employees have the same fundamental civic responsibilities and privileges as other citizens. Federal and state law, case law, and Attorney General Opinions will govern the political activities of employees. Information regarding these matters can be obtained from Business Services or the KEA.
Meeting Free Tuesdays – Election Day (all elections) In order to allow employees to vote on Election Day, meetings that require employee attendance before and after school or outside of district business hours, will not be held except in the following conditions:

1) IEP, 504, MET, RED or other legally required meetings with deadlines and timelines
2) Mutually agreed upon meeting by supervisor and employee (e.g. Pre or Post Observation Conference meetings)

R. Thursdays as KEA Days

The administration and its representatives will avoid scheduling meetings or activities the first and third Thursday afternoons of each school month whenever possible so that the KEA can start its meetings no earlier than fifteen (15) minutes after the last of the District students are dismissed.

S. KEA President Release Time

The Governing Board recognizes that the responsibilities associated with the presidency of the KEA serving as the certified ombudsman liaison, requires a considerable amount of the president's time. The amount of release time shall be determined annually in collaboration with the Superintendent depending on KEA funds available; however, it is intended that any release time would be for the purpose of assisting in:

1. Maintaining an open, respectful relationship between the district and its teachers.
2. Easing the time commitment of the teacher in balancing the roles of classroom teacher and KEA president.
3. Providing time for the KEA president to meet with various stakeholder groups during the school day to facilitate communication.
4. Providing time for the KEA president to meet during the day with teachers and administrators while acting as a teacher advocate.
5. KEA president to represent certified employees for committee's representation (e.g. Calendar Committee, Teacher Superintendent Council, 301 Performance Pay Committee, Safety & Security, Certified Meet and Confer, School Boundary or Special Programs related to School Choice, Certified District Surveys).

Specific duties of the KEA president will be developed collaboratively between the KEA president and the Superintendent. At the end of the term of office, the KEA president will be returned to a teaching position equivalent to his/her prior position. Every effort will be made to return the teacher to their former position. However, in extraordinary circumstances such as reduction of enrollment or programs, the teacher will be offered an alternative assignment.

T. Representation in Decision-Making

1. The District administration will consult with KEA when appointing teachers to District committees.
2. The Association will be involved when calendar recommendations are made to the Governing Board. The recommendations will include the first day for students, all recesses, and holidays in accordance with Board policy.
3. The President of the KEA and the Superintendent will meet each year to determine the Association's involvement in budgetary review.

U. Assumption of Administrative Duties by Employees (Teacher in Charge)

1. At the beginning of the school year, the administrator in charge of each school will inform staff persons that there may be opportunities for employees to assume administrative responsibilities in the absence of the administrator. In each case, the principal will arrange for another administrator in the District to be on call and will inform the designated employee of that administrator.
2. Responsibilities of an employee assuming temporary administrative duties:
   1) Extend the workday until close of office hours.
   2) Prepare and submit a report as outlined by the principal.
   3) Upon request of a fellow employee, secretary, or nurse, assist in student matters or meet with parents who have concerns.
   4) Resolve problems with students.
   5) Respond to emergency situations such as fire drills or unauthorized personnel on campus.
   6) Report any emergencies to the administrator on call for consultation or on-site assistance.
   7) Upon the return of the principal, meet to report any unusual circumstances.

3. If the administrator in charge is to be absent a full day and requests that an employee accept administrative duties, a substitute will be provided to assume that employee's classroom responsibilities.

V. Alternatives to Attendance at District/School-Sponsored Staff Development Days

Employees may attend other staff development activities or pursue other professional growth opportunities in place of a District/school staff development activity if the following guidelines are met:

1. Attendance at alternative staff development or professional growth activities will be on the same day and at the same time as the District/school staff development activity that is planned at their school.

2. The alternative, with principal approval, constitutes a growth experience and falls within at least one of the following guidelines:
   1) District staff development priorities
   2) School staff development goals
   3) School goals
   4) The experience directly relates to improving student learning

W. Parent/Teacher Communication

Regular and ongoing communication between parents and the professional staff at schools is important to the successful partnership among parents, students and teachers. Schools sponsor a variety of means to communicate proactively with parents. Meet the teacher, curriculum night, parent-teacher conferences and kindergarten orientation are among the opportunities for direct interaction with parents. The above-mentioned events will be scheduled so as to encourage full parental participation.

1. Curriculum Presentation
   An evening curriculum-based presentation will be held at all school sites during the first month of school with required attendance of certified staff.

2. Conference Opportunities
   Principals and teachers will collaborate annually to develop a communication plan which continues to meet the needs of the community served and which supports parent-teacher partnerships. A two-third majority vote will determine the conference schedules and common evenings within the published conference window.

   1) For K-5 schools, this plan will include two evening conference opportunities during the first semester and two evening conference opportunities during second semester. If a teacher has met the needs of parents, community and colleagues in one evening, the second evening will not be required.
   2) For grades 6-8, there will be two evening opportunities for conferences; one in the winter and one in the spring.
   3) For all grades, additional parent-teacher conferences will be mutually arranged upon request.
      a) In order to adequately prepare for conferences, school, staff and district meetings that require the attendance of teachers will not be held Monday through Friday of the conference week window Exceptions may be made under extraordinary circumstances (e.g. IDEA and Section 504 meetings). This language also applies to elementary schools with defined autonomy (operational flexibility), unless a teacher has five planning periods during the conference week window. In that situation, the school leader may define the use of the 5th planning period.
      b) In order to adequately prepare for conferences report card issuance, school, staff and district meetings that require the attendance of teachers will not be held during the one week prior to the issuance of report cards, unless the report card window follows a full teacher plan day. Exceptions may be made under extraordinary circumstances (e.g. IDEA and Section 504 meetings).

X. Grievance

The grievance procedure provides for the prompt and equitable adjustment of differences. Each employee will be assured the opportunity for an orderly presentation and review of grievances. No employee will suffer reprisals or reduction in status as a result of having presented a grievance or having represented an employee in a grievance.

STAFF GRIEVANCES - Board Policy 4-402

Definitions

"Grievant" means an individual who currently is employed by the District on a full-time or part-time basis who files a grievance pursuant to this Policy.

"Grievance" means a complaint by a Grievant alleging that a supervisor or administrator has violated, misinterpreted, or misapplied a Governing Board policy or procedure related to compensation, benefits, or terms and conditions of employment. The alleged violation of Board policy or procedure must personally, directly, and negatively affect the Grievant. Multiple employees may not pursue a group grievance. Matters specified below are specifically excluded and not grievable.

"Immediate supervisor" means the individual who is responsible for evaluating the Grievant.

Excluded Matters

The term "Grievance" does not include:

1. Any matter for which the method of review or appeal is prescribed by law or other District policy;
2. Any matter relating to any policy or procedure contained in Chapter 5 of the Board policies (Students);
3. Any matter related to letters or memoranda of direction or counseling;
4. Any matter related to employee discipline, non-renewal, or dismissal; or
5. Any matter related to performance evaluations or improvement plans.

Procedure for Filing and Processing Grievances

A Grievance must be initiated within fifteen (15) Workdays of the date the Grievant knew or should have known of the violation, misinterpretation, or misapplication of the Policy or Procedure that is the basis for the Grievance.

Informal Level

The Grievant shall initiate the Grievance by requesting an informal conference with the individual alleged to have violated, misinterpreted, or misapplied the Policy or Procedure that directly and negatively affected the Grievant. In some cases, this will be the Grievant's immediate supervisor. In other cases, it will be a building administrator or a District-level administrator.

If the individual with whom the Grievance is initiated is not a building administrator or a District-level administrator, the individual with whom the Grievance is initiated shall report the initiation of the Grievance to the Superintendent.

To track the timeline, the Grievant should initiate the Grievance by means of a written request for the informal conference and shall specify that the request is to initiate a Grievance at the Informal Level.

The supervisor or administrator with whom the Grievance is initiated shall confer with the Grievant within ten (10) Workdays of receiving the request for the informal conference and shall provide the Grievant with a written decision regarding the Grievance within ten (10) Workdays following the conference.

Formal Level I

If the Grievant is dissatisfied with the written decision at the Informal Level, the Grievant may file a Formal Level I Grievance within five (5) Workdays of receiving the written response.

The Grievant also may file a Formal Level I Grievance if the supervisor or administrator with whom the Grievance was initiated either refuses to meet with the Grievant or fails to issue a written decision within (10) Workdays following the meeting. In such cases, the Level I Grievance must be filed within twenty-five (25) Workdays after the Grievant initiated the Grievance at the Informal Level.

The Level I Grievance shall be filed with the supervisor or administrator with whom the Grievance was initiated at the Informal Level.

The Level I Grievance shall be dated and signed by the Grievant. It must include at least the following:

1. The name and position of the supervisor or administrator with whom the Grievance was initiated.
2. A statement of the facts giving rise to the Grievance.
3. A designation of the Policy(ies) or Procedure(s) that were allegedly violated, misinterpreted or misapplied.
4. A statement of the Grievant's position as to how the Policy(ies) or Procedure(s) were violated, misinterpreted or misapplied.
5. The date the Grievant knew or should have known that the Policy(ies) and/or Procedure(s) were violated, misinterpreted, or misapplied and an explanation of how the Grievant learned that the Policy(ies)/Procedure(s) were violated, misinterpreted, or misapplied.
6. The specific remedy(ies) or solution(s) sought by the Grievant.

Within ten (10) Workdays after receiving the Level I Grievance, the supervisor or administrator shall issue a written decision to the Grievant.

Formal Level II

If the Grievant is dissatisfied with the written decision at Level I, the Grievant may file a Formal Level II Grievance within five (5) Workdays of receiving the written response.

The Level II Grievance shall be filed with the supervisor of the person with whom the Grievance was initiated. A copy of the Formal Level II Grievance shall also be submitted to the Superintendent. The Superintendent shall decide whether the Level II Grievance shall be processed by the supervisor with whom the Level II Grievance was filed or by the Superintendent. Notice of this determination shall be communicated to the Grievant, the person with whom the initial Grievance was filed, and the supervisor with whom the Level II Grievance was filed. If the Level I decision was made by the Superintendent, the Level II grievance shall be submitted to the Governing Board.

The supervisor or the Superintendent, as determined above, shall meet with the Grievant to discuss the Grievance. The meeting shall occur within ten (10) Workdays following receipt of the Level II Grievance. The supervisor or the Superintendent shall provide the Grievant with a written decision regarding the Grievance within ten (10) Workdays following the meeting.

Level III Formal Review—Superintendent

If the Superintendent was the individual who rendered the decision at Level II, the decision of the Superintendent is final at that level.

If the Superintendent was not the individual who rendered the decision at Level II, a Grievant who is dissatisfied with the decision at Level II may appeal to the Superintendent.

The Level III appeal must be submitted in writing within five (5) Workdays following the Grievant's receipt of the Level II decision.

Within ten (10) Workdays following the receipt of the Level III appeal, the Superintendent shall issue a written decision to the Grievant and to the individual with whom the Grievance was initiated. The Superintendent may, but need not, meet separately with the Grievant and the individual with whom the Grievance was initiated to discuss the Grievance. If the Superintendent determines that such a meeting or meetings might be helpful in resolving the Grievance, the Superintendent may extend the time for a written decision by up to an additional ten (10) Workdays.

The decision of the Superintendent is final.

Matters Where the Grievance was Initiated with the Superintendent

Only in cases where the Grievance was initiated with the Superintendent at the Informal Level, and proceeded to Formal Level I, shall the Governing Board review Grievances. In those cases, within ten (10) Workdays following receipt of the decision at Formal Level I, the Grievant may appeal the decision to the Board. The appeal shall be submitted to the Superintendent, directed to the Board. The appeal must include a copy of the Informal Level and Level I decisions, and any documentation submitted to the Superintendent for consideration at those levels.

At one of the next two (2) regular meetings following the appeal, the Board shall review the appeal. The review shall occur in Executive Session unless the Grievant demands that it be in open meeting. At the meeting at which the review occurs, or the next regular meeting following the review, the Board shall decide the Grievance in open meeting.

The Board shall render its decision based on the documentation submitted. No new information or documentation shall be submitted to the Board at the appeal unless both the Superintendent and the Grievant agree.

Referral to Hearing Officer

In cases where the Grievance is appealed to the Board, the Board may refer the Grievance to a hearing officer for findings and a recommendation.

Within three (3) Workdays of the referral to a hearing officer, the Superintendent shall forward the entire Grievance documentation to the hearing officer.

The hearing officer shall review the documentation submitted to the Board, and may, but need not, meet with the Grievant and the Superintendent. If the hearing officer meets with either the Grievant or the Superintendent, the other individual shall be afforded the opportunity to meet with the hearing officer.

Within ten (10) Workdays after receiving the Grievance documentation, the hearing officer shall render a written report to include findings, conclusions (if warranted), and a recommendation or recommendations to the Board.

The Board shall consider the hearing officer's written report at its next available regular meeting and shall render a decision at that meeting or the following regular meeting.

Governing Board Decision

The Board may uphold the Grievance in whole or in part, reject the Grievance in whole or in part, or refer the Grievance back to the Superintendent with directions as to action(s) to be taken. If the Board upholds the Grievance, it shall specify the remedy, if any, to be awarded to the Grievant.

Board Policy Form 4-402

APPENDIX A
Teacher Sick Leave Bank
Kyrene School District Teacher Sick Leave Bank

The Teacher Sick Leave Bank is designed to help employees during extreme and catastrophic circumstances. These days will help provide the continuation of your health insurance coverage.

The Teacher Sick Leave Bank (SLB) will be maintained for all District teachers and nurses by the Kyrene Education Association. This committee will establish the guidelines and procedures for monitoring and granting Sick Leave Bank days. Participation shall be on a voluntary basis with employees who wish to participate initially contributing one day of unused leave to the bank upon signing of the contract. This benefit is not intended to replace salary. Teachers not participating in previous years may enroll in the SLB upon signing a contract of any succeeding year by contributing one day of leave to the SLB. When days in the bank drop below the minimum balance established, those members wishing to continue membership with the bank will be required to contribute one additional day to the SLB. Unused Teacher Sick Leave Bank days will accumulate without limits and carries over into each consecutive year.

The following guidelines will be followed in administering this program:

1. Only those teachers contributing to the SLB will be eligible to receive days from it.

2. Days contributed to the SLB cannot be subsequently refunded unless the SLB is dissolved. If the SLB is dissolved, days remaining in the bank will be returned to current participants on a basis prorated by their respective contributions and the number of days remaining at that time.

3. The teacher or nurse who has contributed to the SLB may request up to eight (8) days from the bank when the individual's entire accumulated leave (sick days/personal days and deductible absences) have been exhausted.

4. No teacher or nurse shall be eligible for the SLB after qualifying for long-term disability coverage.

5. A teacher or nurse may receive days from the SLB for extreme and catastrophic circumstances to self or immediate family (immediate family is defined in Meet and Confer). Sick Leave Bank days will not be granted for maternity, except when complications arise from pregnancy.

6. An employee wishing to receive days from the SLB shall submit to the Sick Leave Bank chairperson a written request on the appropriate form available at www.kyrene.org/kea/slb.htm. The teacher, another family member, colleague, and/or administrator could make the request. A medical doctor or dentist's statement must be submitted along with the request to receive days from the SLB. The committee has the right to request a second medical doctor or dentist's opinion from a doctor of their choice.

7. An individual may be granted one request per school year and may appeal to the SLB committee for one (1) additional request of up to eight (8) days during the same school year. Additional days may be granted to an employee during extreme and catastrophic circumstances. The SLB committee will determine the number of days granted in conjunction with information from the employee and the Kyrene School District Benefits department.

8. The SLB committee shall be comprised of up to eight teachers or nurses appointed by the KEA President. The committee will meet the first and third Thursday of every month, as needed. Decisions will be made by majority vote and will be conveyed to Talent Management **All decisions of the SLB committee are final.**

APPENDIX B

Professional Growth Committee
National Certification Rubric

NATIONAL CERTIFICATION RUBRIC

Date Certifcate was Obtained _____ Employee _____

Renewal date (if applicable)_____ Date _____

National Board Teacher Cerrification (NBC) ($2000 Stipend)	**Criteria to Evaluate other Certifications Tier 1 ($1200)**	**Tiered Compensation Tier 2 ($600)**	**Tiered Compensation Tier 3 ($300)**	**Notes**
1. National Affiliation - Overseen by National Board for Professional Teaching Standards.	Identify National Affiliation (per M & C)	Identify National Affiliation (per M & C)	Identify National Affiliation (per M & C)	
2. Testing - 6 tests are taken, 30 minutes allowed for each test.	Certification is granted with succesful completion of testing. (Per M & C)	Certification is granted with succcesful completion of testing. (Per M & C)	Certification is granted with succesful completion of testing. (Per M & C)	
3. National certification directly relates to the employees postion and provides additionall expertise to the District.	(Per M & C)	(Per M & C)	(Per M & C)	
4. Portfolio - 4 entries required. Three classroom based, one demonstrating professional contribution to enhance student learning. Typically takes 1 to 2 years to complete (Takes minimum of one full school year with 200-400 clock hours outside of school day.)	Certification has extensive written submission component or requires coursework. Requires outside time commitment of 200 or more hours or *1790 hours or more clincial hours/fellowship (on the job)	There is a written coursework component however, not as extensive (100-200 hours) and/or 895 - 1789 clincal hours	Less than 100 hours coursework, and/or less than 895 clincal hours	
*Additonal Criteria to be considered; Aligned with with the National Board Professional Teaching Standards. All work is assesed by a team of teachers (no less than 12, possibly more.) All evaluators are required to qualify for scoring through intensive training and demonstration of understanding.	Who evaluates the work and what are the standards? Looking for evidence of multiple evaluators or a similar stringent evaluation process.	May have an additional evaluation based on standards and rigor.	No additional evaluation beyond test.	

Disclaimer: The Professional Growth Committee reserves the right to recommend further revisions to this tool if necessary.

APPENDIX C

2025-2026 New Certified Salary and Stipend Schedule

New Teachers 216 Day Calendar

APPENDIX D

2025-2026 Certified Teacher 212-216 Days Salary Schedule

***** Rows DO NOT equate to years of experience**
*** Schedule only valid for employees that are continuing on a 212/216 day calendar
*** Kyrene does not recognize salary placement beyond the parameters of the board-approved schedule for this employee classification

APPENDIX E

2025-2026 Certified Retention Schedule

*** **Rows DO NOT equate to years of experience**
*** Schedule only valid for employees that are continuing on a 212 day calendar
*** Kyrene does not recognize salary placement beyond the parameters of the board-approved schedule for this employee classification

APPENDIX F

The Kyrene Teacher Induction Program

The Kyrene Teacher Induction Program (KTIP) is a comprehensive multi-year program that will be meaningfully directed by the Professional Growth & Development Department with school site administration and teachers.

The mission of the Kyrene Teacher Induction Program is to impact student achievement by supporting and engaging new to Kyrene teachers in professional development designed to increase teacher effectiveness, enhance reflection, encourage collaboration, utilize district and school resources, and promote adherence to policies and procedures. Our goals are to convey the culture, beliefs and philosophy of KSD to all teachers new to Kyrene and to provide on-going support to all teachers within their first few years of teaching in Kyrene.

The Kyrene Teacher Induction Program will incorporate the strategy that new teachers enhance their teaching practice by participating in a comprehensive induction that includes curriculum mentoring, cohort networking support and professional development that is responsive to the ongoing teaching and learning of a 21st century highly effective teacher.

New to Kyrene teachers can access the most up to date information about KTIP by visiting the Kyrene website. 2025-2026 Kyrene Teacher Induction Program