

TERMS AND CONDITIONS OF

EMPLOYMENT DOCUMENT

ADMINISTRATORS, ASSISTANT PRINCIPALS, SUPERVISORS AND PSYCHOLOGISTS

2026-2027

ADMINISTRATIVE TERMS AND CONDITIONS

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I. STATEMENT OF PURPOSE

The purpose of this document is to identify those items relating to working conditions, benefits, and salaries that have been approved by the Governing Board of the Kyrene School District for Administrators, Supervisors, and Psychologists.

The success of the total school program is directly related to the performance of these District employees. It is the intent of the Governing Board to provide for the working conditions, benefits, and salary that allow the District to attract and retain high quality staff in these positions. The compensation structure described in this document is built in an attempt to reflect equality, comparability, and level of responsibility.

This document may be modified by mutual agreement of the parties.

II. DEFINITIONS

Certified Administrator
Any administrator whose position requires him/her to hold certification by the State of Arizona, Department of Education as an administrator.

Non-Certified Administrator
Any administrator whose position does not require him/her to hold certification by the State of Arizona, Department of Education as an administrator.

Assistant Principal/Assistant Director
Any administrator whose position requires him/her to hold certification by the State of Arizona, Department of Education as a teacher or administrator.

Support Supervisor
Any administrator whose position does not require him/her to hold certification by the State of Arizona, Department of Education as a teacher or administrator.

Psychologist
Any psychologist whose position requires him/her to hold state of Arizona certification as a psychologist.

Day
Day shall mean contract day unless specified otherwise.

Fiscal Year
July 1 through June 30.

Employee
Any employee covered by this document unless specified otherwise.

Exempt Employee
All employees covered by this document are considered exempt employees under the Fair Labor Standards Act.

III. WORKING CONDITIONS

A. Meeting Free Tuesdays on 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)

Change of Assignment

Assignment of employees shall be based primarily on factors deemed to be in the best interest of the District. Reassignment will be done as the needs of the District are determined and in consultation with the employee.

Length of Contract and Work Hours

Employee Group	Position Title	Contract Length
Administrator	All	12 months (260 days)
Administrator	Assistant Principals	11 months (235 days)
Psychologist	Psychologist	10 months (215 days)

All administrators, non-certified as well as certified, will be offered a contract for the next school year on or before May 15 unless on or before April 15 the Board or the superintendent gives notice of the Board's intention not to offer a new contract.

Employees who leave their job site for one-half day or more must notify their immediate supervisor.

Employees are required to identify a person or persons who will be responsible for the completion of the employee's duties when the employee is away from his or her job site.

Staff Protection - Administrators

The Board will be vigorous in its protection of all employees from physical and/or verbal abuse.

1. Any employee who is threatened with harm is to notify his/her supervisor immediately, and steps are to be taken at once to protect the employee's safety.

2. The Board shall protect its employees through a comprehensive liability insurance program. A copy of such policy shall be available for inspection in Finance.

3. The Board shall hold harmless and defend any District employee from claims for damages caused or alleged to have been caused in whole or in part by the 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 shall 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.

Personnel Files

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

5. Material originating within the District and which concerns an employee's conduct, service, or personality shall not be placed in an employee's file unless he/she has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed and shall 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 supervisor shall have the material read to him/her before a witness who will then sign a statement indicating that the employee had it read to him/her. A refusal to be on hand for the reading of such a statement before a witness shall be regarded as insubordination.

6. The employee shall have the right to respond to those items specifically addressed within the materials placed in the file. The response shall be submitted to the individual's immediate supervisor, read by the 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.

7. All references obtained on the basis of confidentiality for the purpose of initial employment or promotion, originating either outside the school District or within the District, shall not be subject to this agreement and, therefore, shall 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.

8. 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 shall be affixed to each document.

9. All materials placed in the employee's District personnel file and originating within the school District shall 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.

Administration of Salary

10. Setting Salary for New Employees
    Employees new to the District will have their salary set based upon experience and education on the administrative salary schedule using the placement guideline. (see Appendix A). Upon approval of the superintendent, administrators may be granted credit for more than four years of prior experience credit not to exceed their total years of administrative experience as calculated within the guidelines. This is done only when determined to be in the best interest of the district due to current market conditions and/or the need for continuity or quality of service to the district.

Administrators shall receive, upon receipt of appropriate documentation, one year's credit on the salary schedule for each year of prior administrative experience in the same classification and/or one-half year's credit for subordinate administrative experience in a like position not to exceed four years. New employees must furnish the District with a current official set of college transcripts, if applicable, for placement on the salary schedule. Credit for professional training not revealed to Talent Management at the time of application for employment may not be claimed or granted at a future date.

Professional Growth

11. 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 repetitious 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.

12. 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, coursework must be completed by June 30 of the current year. All transcripts and/or Intent to Move Form (available on HR web page Talent Management Employee Forms)
    must be submitted through Frontline no later than 4:30pm on by January 15 of each year.

    2) Coursework Status
    Teachers may check the status of submitted coursework through Frontline, External Credit Requests. Frontline system uses the following status remarks:
        a) Coursework has been successfully entered into External Credit Request and is in the queue to be processed.
        b) Coursework meets Professional Growth Standards and is eligible for compensation in the next fiscal year should funding be available.

c)  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.

13. National Certification

Professional staff who successfully attain or hold a National Certificate may be eligible to receive an annual stipend for each year that the certification is valid provided that the criteria below is met.

To be eligible for a National Certification stipend for the subsequent year, a Notice of Intent must be completed by February 15 and all supporting documentation must be **submitted** to Talent Management no later than 4:30 pm on February 15 of each year.

Additional compensation may be granted for certifications or additional licenses that an employee may hold or earn that are above and beyond what is required for an employees' position with Kyrene School District not to exceed $1,200 per year.

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:

1) Certification directly relates to the employees' position and provides additional expertise to the District.
2) Certification has national recognition and is affiliated with a national professional organization.
3) Certification is granted with successful completion of testing.
4) Certification compensation amount to be tied to the amount of rigor for completion, with full $1,200 being granted if comparable to the certified National Board Certification.
5) Certification authenticity is verifiable.
6) Certifications have an expiration date and/or are renewable, or
7) After 10 years, in cases where there is no expiration date or renewal required to maintain the certificate, the employee must submit documentation to Talent Management 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 or within three years of initial consideration. Such professional development may include seminars, conferences, district classes, webinars, workshops and position-related coursework.
8) 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.
9) 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.

10) Tier 1 national certifications thus far approved at a maximum of $1200 per annum prorated to FTE are as follows:
    a) National Board Certification Certificate
    b) School Psychologists Licensure
    c) National Certification School Psychology (NCSP)
    d) Paralegal Certificate
11) Tier 2 national certifications thus far approved at $600 per annum prorated to FTE are as follows:
    a) Group Benefits Associate

See Addendum C for Professional Growth Committee rubric. Professional Growth Committee reserves the right to make changes at any time.

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

14. Salary Increase

Salary increases may occur each year based upon fiscal conditions and the District goals in support of student learning.

The employee must demonstrate a "Highly Effective" or "Effective" rating on the evaluation system in order to receive any salary increase. A person who receives a "Developing" after their first three years in a position or job classification or "Ineffective" rating will not receive any salary increase including any bonuses, stipends or other forms of alternative compensation. No opportunity will be given, at any time, to recover the loss of the annual increase.

An approximate 3.5% increase for all administrative employees who sign their seventh consecutive contract if their recent evaluation rating was at one of the top two levels.

15. Salary Placement Rules When Being Promoted

Current Kyrene Employee Promoting from ESP/Certified/Administrator to an Administrator Position

New hire placement rules will be applied when employees are promoted to a new position, or a 5 percent increase will be applied to the employee's current base annual salary (and the base salary rounded up to the nearest cell) whichever is greater.

Reduction in Force, Return to Teacher Status, and/or Re-Employment/Work After Retirement

16. Reduction in Force

Administrators who were teachers in the District prior to being covered under this agreement will be offered a teaching position if the administrator is qualified and properly certified for an open available position.

Such employees who obtain a teaching position in the District shall receive full prior Kyrene teaching experience credit and may receive one step of credit on the teacher salary schedule for each year served as a Kyrene administrator.

Any employee who has gained T+3 status shall not lose it if his/her employment status as a

certified employee with the District is uninterrupted. Approved leave status would not be considered an interruption of employment.

Persons terminated because of a reduction in force and who return at a later date, when called by the District, shall return with all benefits accrued at the time of termination except in cases where a payoff was received at the time of termination.

17. Return To Teacher Status
    If an administrator voluntarily chooses to return to a teaching assignment, full Kyrene teacher experience credit shall be granted. This request must be submitted to the Superintendent for approval no later than January 15 of the year prior to reassignment.

    Upon approval of the Superintendent, administrators may be granted credit for more than their Kyrene teaching experience not to exceed their total years of administrative and teaching experience. This is done only when determined to be in the best interest of the District due to current market conditions and/or the need for continuity or quality of service to the District.

18. Retirement – Return to Work
    First year Return to Work Retired Employees as defined by Arizona State Statute will be placed at their last base exiting salary minus the full ACR, and then placed on the salary schedule and rounded up to the nearest cell, or according to the placement rules of new hires, whichever is greater.

19. Re-Employment
    An employee who has been previously employed by the District and is not ASRS retired will receive full Kyrene salary credit if that employee is re-employed within forty-eight (48) months into the same Administrative job classification. 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 New Administrative Salary Placement Range on the same basis as any new employee, if that would result in a higher salary.

IV. BENEFITS

KAC may appoint one (1) employee 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 Kyrene Employees' Benefit Trust (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.

A. Administrator Group Term Life Insurance

The Governing Board shall provide Administrators with a Life Insurance policy in the policy amount of $250,000.

Employees eligible may request a summary copy of the policy which shall indicate all provisions and benefits to the above stated policy upon request.

Employees may convert or port life insurance policies at the end of their employment.

Employees may purchase additional life insurance at the group rate.

B. Kyrene Employee Benefit Trust 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.

C. Continuation of District Insurance Plan (COBRA)

1. 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.

2. 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.

3. 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.

4. Individuals electing continuous coverage through COBRA will be required to pay the full group rate, plus an additional 2% to cover administrative COBRA costs.

D. Authorized Absences

1. Authorized Compensatory Absences (ACA)

Authorized compensatory days are to be used for illness, illness of a family member, religious observances, or personal business that cannot be completed outside the normal working day.

ACA days shall not be used for other gainful employment or recreational purposes. Misuse of ACA days may result in disciplinary action and/or loss of pay for the day(s).

12 Month Employees
Authorized Compensatory Absences are earned by all employees. Employees will accrue ACA at the hourly rate of .0577.

Less Than 12 Month Employees

Employees who work less than .5 FTE will be able to accrue up to 40 hours of Prop 206 ACA time for the year. Prop 206 time does not carry over from year to year in excess of 40 hours.

Each school year, 1.0 full time administrators on a less than 12-month contract shall be granted 6.5 personal days to be used at the administrator's discretion. Less than full time administrators will receive prorated personal days. Any unused personal days will be credited to the administrator's accumulated sick days at the end of the contract year.

Employees will accrue ACA at the Governing Board approved rate and the unused portion will accrue indefinitely.

These absences may be used and reported in a minimum of two (2) hour increments for illness or personal reasons.

If the employee has prior knowledge that there will be an absence for any of the above reasons, an absence request shall be submitted five (5) working days before the absence takes place through Employee Access.

ACA will accrue and be credited on a per pay period basis. Accruals will be based on actual paid time, not to exceed contracted FTE. ACA days may not be used prior to being earned, except in hardship situations when the employee has a serious illness and has not yet earned sufficient ACA days. In this event, the employee may apply for an advance of days, not to exceed the total number of days allocated for the remainder of the year. Advance crediting of ACA days must be due to serious illness of employee or immediate family and must be approved by the supervisor and the Director of Talent Management (medical documentation is required). If the employee terminates with a negative balance of ACA days, the per diem amount of the deficit days will be deducted from the employee's final pay.

Verification of need for Authorized Compensatory Absences:

1) In any absence where there may be an indication of misuse, the Board or its designee may require an explanation and/or verification by an appropriate authority.

2) In absences of five (5) consecutive school days or longer, the Board or its designee may require appropriate verification.

3) In those cases where employees are absent from work for twenty (20) or more consecutive school days, the Board or its designee may require a medical examination by a physician of the Board's choice to either substantiate the need for ACA time or the employee's ability to return to work. In such cases, the District will bear the cost of the medical examination. The response from the physician shall be in writing.

4) The District requests that principals and assistant principals be present in the school the day prior to or following a holiday. Exceptions must be requested prior to use and have the approval of the Superintendent/designee.

2. Employee Bereavement Absences

An employee who is contracted to work 20 hours a week and above 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 ACA time, the employee may use that time for days and additional time may fall under the application of Policy 4-302.E, 4-201, and 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.

* "Immediate family" for this section only 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.

3. Maximum Accrual of Authorized Compensatory Absences for Payment Upon Termination

1) For employees working within the District during the 2004-2005 school year and continuing in employment in the 2005-2006 school year, they will receive remuneration for each day of accrued authorized compensatory absence upon retirement, resignation, or death, and under the provisions listed below

2) For employees hired for the 2005-2006 school year and thereafter, they will receive remuneration for each day of accrued authorized compensatory absence upon retirement with ASRS, long term disability approval or death, and under the provisions listed below

   a) Those employees who terminate employment and who have at least seven (7) years of continuous service with the District at the conclusion of the individual's last year of employment shall be reimbursed for the number of accumulated days at fifty (50) percent of the employee's base salary divided by the number of contract days.

   b) Those employees who terminate employment and who have at least thirteen (13) years of continuous service with the District at the conclusion of the individual's last year of employment shall be reimbursed for the number of accumulated days at fifty-five (55) percent of the employee's base salary divided by the number of contract days.

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 authorized compensatory absence allowable shall be:
- Employees hired FY 1980 and after, maximum of 125 days; (this amount is determined by the number of days accruable each year; the maximum is in proportion to the certified employee maximum);
- Employees hired between FY 1976 and FY 1979, maximum of 175 days.

f) Those employees who sever employment and are eligible for accrued authorized compensatory absence days may have their reimbursement prorated over their last six months of employment provided the total days accumulated are equal to or more than the number of working days in the last six months of the contract year.

g) In the event of permanent disability that prevents further employment, or death prior to twenty (20) years of employment or age sixty (60), the benefits shall be paid to the estate of or to the person.

h) Employees who are eligible to receive a cash-out of their accrued time may choose between the following two options:

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

i) 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 ACA/Personal Days upon retirement. Qualifying 403b accounts will be set up at time of hire. Failure of opening a 403b account will result in a forfeiture of any ACA/Personal Days funds owed.

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

4. Worker's Compensation Benefits
Please see the workers compensation Policies: 3-401, 3-404 and 3-404.B

5. Deductible Absences

1) Personal Deductible Absence: After all accrued time is exhausted, three days/twenty-four (24) hours may be used by employees for activities under provisions of other authorized absence benefits as outlined in ACA usage. A portion of the employee's salary will be deducted to equal 33.3% of the employee's daily rate. Requests for this absence should be completed on the Absence Request Form and submitted to Talent Management at least five (5) days prior to the time of absence. This absence is non-cumulative.

Restrictions on deductible absences are as follows:

The request may be denied if it is determined that its granting would result in notable disruption to the continuity of the responsibilities of the employee.

These further restrictions apply to deductible absences:

a) May not pursue recreation.
b) May not seek other employment.
c) May not attend to matters relating to other employment.

2) Jury Duty Absence: Jury duty absences for employees are allowed with regular pay less jury duty pay without any deduction of authorized compensatory absence. Please see the jury duty FAQ's on the Talent Management web site for complete procedural information.

3) Subpoena Absence: 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, less subpoena pay excluding expenses, without any deduction of ACA, provided appropriate documentation (e.g. the subpoena) is submitted with absence request form.

6. Educational Renewal

A District employee may be allowed to accumulate a total of fifty (50) days over a two-year period from vacation days and ACA days to pursue professional renewal. This leave can be taken at any time during the year and will be part of the employee's contract contingent upon the approval of the Superintendent prior to the contract year. During this period, the employee will continue to accrue and receive all employee benefits.

The purpose of the educational renewal program will be for the employee to pursue a selected and approved personal development program. The program proposed by the employee can be tied to programs designed to develop management abilities or can be self-designed programs of independent study supplemented by visits to selected educational or other sites designed specifically to enhance the participant's knowledge of management techniques in educational settings. In either case, the programs designed will be tied to specific goals and objectives or professional growth determined by the employee and his/her respective supervisor.

An employee must have been in the District seven consecutive years with at least three years as a full-time administrator before he/she can apply for the professional renewal program. No more than one of the employees can be away from the District participating in the renewal program at any one time.

E. Leaves

Employees must notify Talent Management 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 authorized compensatory absence (ACA). Employees may request the following leaves of absence, if eligible:

Governing Board Approved Leave
1. Annual Non-Compensable Leave
2. General Medical Leave
3. Sabbatical Leave
4. Military Leave

5. State or National Office Leave
6. Personal Leave
7. Victim Leave
8. Extenuating Circumstances Leave

Family & Medical Leave Act (FMLA)

1. For incapacity due to pregnancy, prenatal medical care or childbirth
2. To care for the employee's child after birth, or placement for adoption or foster care
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition
4. For a serious health condition that makes the employee unable to perform the employee's job
5. Military Family Leave

Leave for eligible employees that qualifies under FMLA will be designated as FMLA.

a) Upon reinstatement, the employee will receive salary credit at the level eligible for at the time of the leave. Further applicable education salary credit will also be determined.

1. Annual Non-Compensable Leave

Administrators may request an annual non-compensable leave that may be granted by the Governing Board for a period of time not to exceed one (1) contracted school year. Such leave requests will be considered contingent upon the best interests of the District as determined by the Superintendent. Annual non-compensable leaves may be requested for:

1) Recovery from or treatment of personal illness or injury (verification from health care provider required)
2) Caring for a child the school year of, or subsequent to, the birth/adoption/foster care placement of employee's child
3) Caring for a child with a serious health condition (documentation required)
4) Caring for a member of the employee's immediate family (as defined on page 10)
5) Serving as an exchange teacher/educator or as a teacher/educator in a foreign country (documentation required)
6) Further educational study for the purpose of obtaining a certification or degree (documentation required) related to the field of education

The following conditions apply:

1) Written requests to the Board for annual non-compensable leave, with required documentation attached must be received by the Director of Talent Management no later than February 15 of the year prior to the leave.

a) An extension to the February 15 notification deadline due to extraordinary circumstances may be considered by the Board upon submission of a written request which must be received by the Director of Talent Management no later than February 15.

2) 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 the Director of Talent Management no later than January 15 of the leave year.

a) Extension to January 15 notification deadline due to extraordinary circumstances, maybe considered by the Board upon submission of a written request which must be received by the Director of Talent Management no later than the first day after winter break.

3) An extension to June 1 may be considered by the Board for requests to serve as an exchange

teacher/educator or as a teacher/educator in a foreign country. The written request must include a copy of the exchange/overseas teaching application.

4) 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 employee will be on inactive status and ineligible to receive wages, compensation or benefits of any kind during the annual leave period.

2. The Family and Medical Leave Act (FMLA)
The District shall fully comply with FMLA and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. See Board Policy 4-302, 4-210. 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 30 days is not possible, the employee must provide notice as soon as practicable.

3. General Medical Leave
General Medical 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 FMLA.

4. 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 salary credit and by providing opportunities for professional development 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:

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

5. Military Absence/Leave
Military leaves of absence will be granted pursuant to Board Policy 4-302, 4-302.D 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.)

6. 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.

7. Personal Leave

   Personal leave for less than one year, which does not qualify under any of the other available leaves, may be granted in extraordinary circumstances. Requests must be approved by the immediate supervisor and the Director of Talent Management and will only be granted if the leave would not disrupt the continuity of the instructional program.

8. Victim Leave

   Upon submission of required documentation, Victim leave will be granted pursuant to Board Policy 4-302, 4-302.D 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.

9. Extenuating Circumstances Leave

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

Applicable to All Leaves of Absence Types

- Accrued ACA and vacation must be used during a leave of absence in accordance with Board Policy 4-201, 4-302, 4-302.C other than annual non-compensable leave. When ACA is used during a leave of absence, ACA shall continue to be accrued at the regular rate.
- The employee should contact Talent Management 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 T+3/T-3 status and accrued ACA will be preserved and available to the employee. Contact Talent Management for specific details.
- During the leave, except in cases where the employee accepts employment in another Arizona public school district or is on an annual non-compensable leave, health insurance benefits that the employee had in effect immediately prior to the leave will be allowable under the FMLA and COBRA guidelines, should the employee choose to pay for such insurance for the requested leave.
    - Accrued paid time during approved leave per KEBT WRAP document (related to approved leave periods): If an employee has accrued or donated paid time to apply longer than a 12-week leave period and they qualify for extenuating circumstances leave of absence, their employee benefits and health insurance benefits may remain in effect while on an approved extenuating circumstances leave, until the accrued paid time is exhausted or their leave has ended, whichever comes first. After this time, COBRA will be offered to continue medical, dental and vision plans, all other benefit plans end at the end of the approved leave period.
- 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 more than a major portion of the school year.
- 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 other disciplinary action at time of leave will be returned to the same site if applicable, dependent on leave type and length. Regardless of site, the employee will be subject to the same improvement plan or disciplinary action.
- ACA not yet earned may not be used during the leave.
- The employee will complete necessary paperwork online or by contacting Talent Management 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.
- 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 ACA or vacation for one (1) day preceding and for one (1) day following the break period.
- The District may require a medical examination by a physician of its choice to either 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 and the students. In such cases the District will bear the cost of the physical examination.

The response from the physician will be in writing.

F. Vacation/Flextime

Only 12-month employees shall be eligible for vacation days. Employees with less than 12 months shall have "off contract" days.

Eligible full-time employees shall accrue twenty-two (22) vacation days per annum. Vacation time will be prorated based upon FTE.

Employees may accrue a maximum number of vacation days per policy 4-302. Any additional days accrued beyond the maximum per Policy 4-302 will be forfeited at the start of the next fiscal year, beginning July 1. No employee will have a beginning vacation balance in any fiscal year in excess of the maximum per Policy 4-302. Vacation accruals will occur on a per pay period basis, based on actual paid time, not to exceed contracted FTE.

With approval from the appropriate divisional leader, administrators may use up to 15 days of the annual accrual of vacation (22 days) in advance of earning those accruals. An employee who does not complete the full term of his/her contract will be required to reimburse the District for any excess days of vacation for which he/she has received compensation.

Employees are encouraged to use all vacation days each year. Vacation days should be planned so that it does not create a hardship for the school or department. While administrators are able to request vacation days at any time, vacation day usage when school is not in session is encouraged to reduce the impact on students and schools. Employees will be required to use all vacation days prior to severance of employment unless such circumstances exist where the Superintendent/designee approves pay for unused vacation**.** Such approval must be in writing.

Vacation requests should be submitted to an employee's supervisor for approval prior to use. Supervisors may make exceptions due to unusual circumstances. The District requests that administrators consider the certified blackout calendar when planning vacation time.

Any individual departure from specified workdays or holidays (flextime) should be approved in advance by the supervisor or appropriate Executive Director. The decision to grant flextime must be made in consultation with the employee's supervisor affected by the departure from the normally scheduled workdays. Flex time should occur in the same pay period with prior approval from supervisor.

G. 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.

H. Professional Development ($1,100) *

The Kyrene School District recognizes the importance of participation in conferences, conventions, seminars, professional memberships, clinics, workshops and graduate level or other eligible coursework for professional growth. A total of $1,100 will be available each year for an administrator's professional development. These funds must be used prior to the end of the fiscal year in which they were originally allocated and will not carry over from one year to the next. With preapproval from the supervisor, an administrator may use professional development money to be reimbursed for costs of graduate level or other eligible coursework. All transcripts must show a grade of B or higher. Any graduate level or other eligible courses reimbursed will not be eligible for education credits.

*Pending budget approval – suspended in 2020/2021 school year

APPENDIX A

2026-2027 NEW ADMINISTRATIVE SALARY SCHEDULES

2026-2027 REGULAR AND RETENTION SALARY SCHEDULES

APPENDIX B

Kyrene School District Administrator Sick Leave Bank
ASLB

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

The Administrator Sick Leave Bank (ASLB) will be maintained for all participating District administrators by the Kyrene Administrators Council (KAC). This committee will establish the guidelines and procedures for monitoring and granting Administrator Sick Leave Bank days. Participation shall be on a voluntary basis with employees who wish to participate initially contributing 16 hours (2 days) for full-time administrators and 8 hours (1 day) for part-time administrators of unused sick leave to the bank upon signing of the contract. (Note: all references to time in this document will be computed as a full day (8 hours) for full-time administrators and a half-day (4 hours) for part-time administrators.) This benefit is not intended to replace salary. All references below are based on this number of days for full or part-time administrators. Administrators not participating in previous years may enroll in the ASLB upon signing a contract of any succeeding year by contributing 2 days for full time administrators or 1 day for part time administrators of leave to the ASLB. 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 an additional 8 hours (1 day) for full time administrators or 4 hours (.5 day) for part time administrators to the ASLB. Part-time administrators that become full-time will need to contribute an additional 8 hours (day) to continue in the ASLB. Unused Administrator Sick Leave Bank days will accumulate without limits and carries over into each consecutive year.

Per Policy 4-201, 4-302, 4-302.F, if an employee is a member of an employee sick leave bank and they are granted a gift of donated sick leave time, it shall be applied to the leave period only after all accrued sick and vacation leave time has been exhausted.

The following guidelines will be followed in administering this program:

1. Only those administrators contributing to the ASLB will be eligible to receive days from it.

2. Days contributed to the ASLB cannot be subsequently refunded unless the ASLB is dissolved. An administrator's rights to the ASLB are discontinued upon termination of employment or retirement. An employee who is rehired may rejoin the ASLB on a voluntary basis, by contributing 16 more hours (2 more days) of leave upon signing a contract. If the ASLB is dissolved, hours remaining in the bank will be returned to current participants on a basis prorated by their respective contributions and the number of hours remaining at that time.

3. The administrator who has contributed to the ASLB may request up to 64 hours (8 days) from the bank when the individual's entire accumulated leave (ACA and deductible absences) have been exhausted.

4. No administrator shall be eligible for the ASLB after qualifying for long-term disability coverage.

5. An administrator may receive hours from the ASLB for extreme and catastrophic circumstances. Administrator Sick Leave Bank hours will not be granted for maternity, except when complications arise from pregnancy.

6. An employee wishing to receive hours from the ASLB shall submit to the Administrator Sick Leave Bank chairperson a written request on the appropriate form available at TalentManagement/EmployeeResources/EmployeeForms. The administrator, another family member, and/or colleague could make the request. A medical doctor or dentist's statement may be requested in order to receive hours from the ASLB. The committee also 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 ASLB committee for one (1) additional request of up to 40 hours (5 days) during the same school year (20 hours for part-time staff). Additional hours may be granted to an employee during extreme and catastrophic circumstances. The ASLB committee will determine the number of hours granted in conjunction with information from the employee and the Kyrene School District Benefits department.

8. The ASLB committee shall be comprised of one administrator who is appointed by KAC and two other members from the KAC committee. The committee will meet as needed. Decisions will be made by majority vote and will be conveyed to Talent Management, Benefits Department, and the employee in a timely manner.

9. **All decisions of the ASLB committee are final.**

Kyrene School District
Administrators Sick Leave Bank
ASLB
Election Form

I (print name)_____, Employee ID_____elect to donate 16 hours for a 1.0 FTE or 8 hours for a .5 FTE of ACA to the Administrators Sick Leave Bank. I am aware that these hours will be deducted from my current balance. I understand that this is voluntary, and I will not be able to revoke this donation. I also understand that in order to participate in this program I must contribute 16 hours (1.0 FTE) or 8 hours (.5 FTE) ACA leave day.

By signing below, I agree to the above guidelines and those set forth in the Administrator Terms and Conditions and the ASLB Guidelines.

_____16 hours (Full-time employee)

_____8 hours (Part-time employee)

_____ _____
Signature Date

_____
School Site

Please return the completed form to Deb Spurgin, Mail Stop #13, Talent Management, DO.

APPENDIX C

Professional Growth Committee National Certification Rubric

NATIONAL CERTIFICATION RUBRIC

Date Certificate was Obtained_____
Renewal date (if applicable)_____

Employee_____
Date_____

National Board Teacher Certification (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 successful completion of testing. (Per M & C)	Certification is granted with successful completion of testing. (Per M & C)	Certification is granted with successful completion of testing. (Per M & C)	
3. National certification directly relates to the employee's position and provides additional 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 clinical hours/fellowship (on the job)	There is a written coursework component however, not as extensive (100-200 hours) and/or 895 - 1789 clinical hours	Less than 100 hours coursework, and/or less than 895 clinical hours	
***Additional Criteria to be considered; Aligned with the National Board Professional Teaching Standards. All work is assessed 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.