



**MEET AND CONFER
DOCUMENT**

EDUCATION SUPPORT PROFESSIONAL

2016/2017

STATEMENT OF PURPOSE/RECOGNITION

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

The purpose of this Meet and Confer Agreement is to itemize, specify, and document those items of employment, salary, and benefits which have been agreed upon by the Governing Board of the Kyrene School District and the Kyrene Education Support Professionals Association, hereinafter referred to as KESPA or the Association.

This Agreement may be amended or modified by mutual agreement of the parties, recognizing that neither party has any obligation to negotiate such amendment or modification during the term of this Agreement as specified. Exceptions may be made only as a result of legal or legislative action directly affecting this Agreement, or by the consent of both parties, in which event, appointed representatives of the Governing Board and the KESPA will meet to expeditiously discuss the need to amend the sections affected.

The Kyrene School District Governing Board reaffirms that it 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 required duties have been excluded from this Agreement.

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ASSOCIATION

Kyrene School District

The District recognizes and values the collaboration between KESPA and the Governing Board. We acknowledge the importance of open communication and working together on the issues that confront the District and its employees.

- Prior approval of the supervisor is required for all planned absences. It is expected that the supervisor will make reasonable accommodations to meet the needs of the Association, especially in situations requiring immediate attention.

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.

The president of the KESPA/designee may be involved in the budget development process. The cost of such participation will be shared equally by the KESPA and the District.

CROSS REFERENCE: Insurance

AUTHORIZED COMPENSATORY ABSENCES (ACA)

Kyrene School District

Authorized Compensatory Absences (ACA)

Authorized Compensatory Absences are earned by employees whose minimum work week is twenty (20) hours in a term certain/contracted position (at-will/temporary and substitute positions do not earn ACA). ACA accrues at the hourly rate of .0577

Authorized Compensatory Absences (ACA) is earned and credited to the employee on a per pay period basis. Accruals will be based on actual paid time, not to exceed contracted FTE. ACA may not be used until the employee has worked at least one day of the school year. Allocated hours per year will be allowed for Authorized Compensatory Absences with the unused portion to be accumulated indefinitely but with limitations as provided in this document.

These absences may be used for personal illness or injury, illness of a family member, religious observances, or for authorized personal reasons. An authorized personal reason is defined as personal business that cannot be conducted outside of the normal working hours of the employee or is not under the control of the employee (example – court proceedings, wedding, funeral, graduations, medical appointments, emergencies, fractional hours during holiday weeks, etc.). Personal business may not be used for continuing commitments such as student teaching, coursework, recreational purposes etc.

ACA may be used during an alternative workweek in which a holiday occurs to make up the two-hour difference between the standard eight-hour holiday and the scheduled ten-hour workday.

If the employee has prior knowledge that there will be an absence for the above reasons, the employee is required to submit a request through iVisions (and Subfinder if they are a school based employee) for supervisor approval before the absence takes place. An employee may track their ACA, Comp Time and Vacation time balances through iVisions.

Restrictions on Authorized Compensatory Absences

Authorized Compensatory Absences are not to be used for other gainful employment outside the District or for recreational purposes. These absences may not be used on blackout days (previously known as restricted days) which are the first five (5) instructional days of school, the first instructional day of each quarter, the day prior to the Thanksgiving holiday, AIMS testing dates (excluding makeup test), and the last two (2) instructional days of the school year. This provision applies to school-based employees and District staff that provide direct services to students.

Exceptions will be made when specified as absence due to illness or for an appointment not under the control of the employee. The exceptions for appointments must be requested on the Request for Use of Restricted ACA form prior to use, having the approval of the Supervisor/Human Resources, and may require documentation. Once an exception has been approved, the Request for Use of Restricted ACA form is to be submitted to the Human Resource Office.

Misuse of ACA:

Failure to comply with ACA 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.

Need to Verify Use of Authorized Compensatory Absences

The Supervisor may require explanation or verification of ACA use:

- in any absence where there may be evidence of misuse, or when procedures have not been followed.
- in absences of five (5) consecutive school days or longer. The Governing Board or its designee may require appropriate verification.
- when a pattern of use is noted

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 Authorized Compensatory Absence time or the employee's ability to return to work. In such cases, the District will bear the cost of the physical examination. The response from the physician will be in writing.

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 an additional two (2) days. Additional time beyond that falls under the application of Policy GCCC and must be approved by the Governing Board. An employee, who is contract 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

CROSS REFERENCE:	<i>Disability</i>
	<i>Intent to Terminate</i>
	<i>Jury Duty</i>
	<i>Leaves</i>
	<i>Part-time Hourly</i>
	<i>Work Day/Work Week/Alternative Work Schedule</i>

Recovery of Unused Compensatory Absences:

Accrued Time-off Incentive Plan

Employees may be eligible to cash out the equivalent of one week's FTE, calculated based on five day work week ACA / Sick days on an annual basis if the following conditions are met:

1. Employee elects to opt-in to this plan by February 15 of the preceding contract year.
2. Employee has a minimum balance of 7 weeks (prorated to FTE) at the time verification is conducted by HR.
3. Employee must have a contract for the next fiscal year at the time verification is conducted by HR.

If these conditions are met, remuneration will be calculated at 50% of the employee's current base hourly rate at the time verification is conducted by HR.

Human Resources Services will calculate the potential cost for the Accrued Time-off Incentive Plan based on the Notice of Intent Forms that are received in Human Resource Services by the February 15 deadline. Based on this data, a recommendation for the budget will be proposed during the annual budget process. All decisions regarding available funding will be determined and approved through the annual budget process for the next fiscal year. Continuance of this program in the future will be based upon available budget.

For the 2016/2017 year only, employees can elect to opt-in to this plan by October 15, and disbursement will occur by November/December.

Cash-Out of ACA Benefits Upon Termination/Retirement

1. For employees working within the District during the 2004-2005 school year and continuing in employment in the 2005-2006 school year, upon severance, whether by resignation, dismissal, retirement, or death, they shall receive remuneration for each day of accrued Authorized Compensatory Absences (ACA) on the following basis:
 - Must have completed eight (8) years of continuous service to be eligible for sixty-five (65) percent of the current base hourly rate of pay in effect at the time of severance and last contracted work day.
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 on the following basis:
 - Must have completed five (5) years of continuous service to be eligible for sixty-five (65) percent of the current base hourly rate of pay in effect at the time of severance and last contracted work day.
3. The maximum accrued Authorized Compensatory Absences (ACA) allowable for payment shall be:
 - ◇ Employees hired for the first time in the District in FY 1983 and after, maximum of 100 days
 - ◇ Employees hired between FY 1980 and FY 1982, maximum of 125 days
 - ◇ Employees hired between FY 1978 and FY 1979, maximum of 150 days

4. Notification of intent to retire/terminate is requested to be submitted to the Human Resources Department no later than February 15 of the contract year preceding the planned date of retirement/termination in order to facilitate budget provisions. In the event of a permanent disability that prevents further employment or death, the ACA Cash-Out benefits will be paid to the person or his/her estate based off of eligibility criteria.

This section is under review and is not a current benefit until finalized by the wall-to-wall retirement committee.

5. Employees who are eligible to receive a cash-out of their accrued time may choose between the following two options:
 - 1) Take the cash disbursement subject to applicable taxes; or
 - 2) Direct deposit the sum on a pre-tax basis into an existing Kyrene employee 403b account with the current provider.

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

Employee Leave Bank

Employees who have been employed for one year are eligible to participate in the employee leave bank. See Addendum 2.

BENEFITS

Kyrene School District

KYRENE EMPLOYEE BENEFIT TRUST

The Governing Board will provide benefits for its employees through the KEBT. These benefits are subject to changing statutory requirements and changes by the KEBT. A representative group of employees will be consulted, when possible, on any contemplated change of benefits. All employees will be notified through existing communication channels of any change.

UNEMPLOYMENT COMPENSATION

The Board will provide unemployment compensation to eligible employees. This program is administered through the Department of Economic Security, State of Arizona.

*CROSS REFERENCE: Part-time hourly
Workers Compensation Benefits*

CHANGE OF POSITION

Kyrene School District

CHANGE OF POSITION

Human Resource Services shall post notices on the Kyrene School District website when any District job opening occurs. Positions will be advertised for a minimum of seven (7) calendar days. Positions that are more than 10 hours a week are required to be posted.

Employees who wish to be considered for other employment within the District shall submit an on-line application through the Kyrene School District website. If granted an interview, employees shall notify their supervisor.

The District will seek the most qualified personnel for each opening from both internal and external applicants.

Change of Position to a Higher Classification Level

1. The employee will receive a salary which represents an increased level of pay that will be determined by adding the difference between the entry rate of the employee's current job classification's salary grade (DBM) and the entry rate of the employee's new job classification's salary grade (DBM).
2. Human Resource Services may recommend an additional salary increase based upon experience and/or education directly applicable to the new position.
3. If an employee has served less than at least six (6) months in his/her present position and a promotional opportunity becomes available, the employee will be eligible for consideration once a satisfactory evaluation is on file from their current supervisor.

Change of Position to Lower Classification Level

All related experience and/or education will be considered by Human Resource Services in determining the employee's salary.

Involuntary Change of Position to Lower Classification Level as a Result of Position Elimination

Employee's salary may be held harmless for a determined period of time not to exceed twelve (12) months.

Credit for Years of Service

When an employee, who works twenty (20) hours a week or more and whose work calendar is less than twelve (12) months, has attained a twelve (12) month position of twenty (20) hours or more a week, that person shall receive credit for all years of service in the District in determining allowable vacation. The first vacation amount will be prorated from the starting date of that employee's twelve (12) month position through June 30 at the appropriate accrual rate based upon number of years of continuous service.

CROSS REFERENCE: <i>Vacation</i>

COMPENSATORY/FLEX TIME

Kyrene School District

In case of emergency or other unusual circumstances, an employee may be permitted to exceed his/her established schedule. Any hours worked by a non-exempt employee in excess of forty (40) hours per week requires either compensatory time or overtime compensation. An employee who is authorized to work in excess of forty (40) hours (excluding holiday, vacation, ACA, etc.) will be compensated as compensatory time at the rate of time-and-a-half when previously approved by the employee's supervisor.

An employee who is authorized to work in excess of their established work schedule, but less than forty (40) hours, will be compensated as flex time at their straight-time rate.

The following rules apply to granting of compensatory/flex time:

- Prior administrative or supervisory approval must be obtained.
- No more than five (5) days of compensatory/flex time may be accumulated and/or granted within each ninety (90) calendar day period.
- When possible, compensatory/flex time shall be taken within four (4) weeks in which the additional hours were worked.
- Exceptions to the above can only be made by the concurrence of the supervisor and the Assistant Superintendent of Human Resources.
- Compensatory/flex time must be earned before used.
- Employees shall accurately report all hours worked on their time record.

CONFIDENTIALITY OF PERSONAL INFORMATION/ PERSONNEL FILES

Kyrene School District

Personal information concerning an employee's residence, phone number, and address shall 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.

A District directory is available to administrators and Board Members in the District for District administrative use only.

Employees'/students' phone numbers and addresses shall not be used for the personal or financial gain of the employee.

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

Material originating within the District and which concerns an employee's conduct, service, or personality will not be placed in an employee's personnel 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 document 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 prepare a signed statement to this effect on the document.

The employee will have the right to respond within ten (10) working days to those items specifically addressed within the materials placed in the personnel file. The response will be submitted to the individual's immediate administrative supervisor, read by the assistant superintendent, and attached to the file document. The response may be accepted only if the contents are directly relevant to the contents of the material in question.

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.

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.

All materials, except references, placed in the District employee personnel files and originating within the District will be available for inspection by the employee and administration. An employee may review his personnel file by making a written request to the Human Resources Department. The review shall be arranged within twenty-four (24) hours following receipt of the request. The Human Resources Department will schedule a time for the inspection and will make arrangements for a staff member to be present when the inspection takes place.

EMPLOYEE TYPES

Kyrene School District

Full Time Employment describes a term certain/contracted position that consists of a 40-hour workweek tied to a work calendar, which states the number of workdays in the fiscal year. (At-will/temporary, and substitute positions are not considered term certain/contracted positions.)

Part Time Employment describes a term certain/contracted position that consists of less than 40 hours per week tied to a work calendar, which states the number of workdays in the fiscal year. (At-will/temporary, and substitute positions are not considered term certain/contracted positions.)

The following benefits are available to full time and part time employees in term certain/contracted positions and are prorated according to the number of hours per week worked. See the appropriate page for details.

- Authorized Compensatory Absence/Sick Leave
- Vacation
- Holidays
- Professional Growth

For health insurance benefits eligibility only, full-time is defined as 30 hours or more per week/130 hours per month in all positions within Kyrene School District combined.

- Medical/Life Insurance/Dental/Vision/Short-Term Disability

At-Will/Temporary/Substitute Employment describes positions where an individual is employed to complete a specific task for a determined length of time.

Kyrene School District

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

Article I - Definitions

Section 1: A “grievance” shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement.

Section 2: The “grievant” is the employee, or group of employees, or the Kyrene Education Support Professionals Association asserting a grievance.

Section 3: The “respondent” is the supervisor or other appropriate administrator to whom the grievance is addressed.

Section 4: A “grievance representative” may be any person chosen to accompany or represent the grievant at any level of the grievance procedure. The grievance representative shall be an employee of the District, except at the review panel or the Board level, where the grievance representative may be other than an employee. If the grievant chooses a representative other than an employee at the review panel or the Board level, the choice must be approved by the review panel or the Board, whichever is appropriate. In no case shall the representative be legal counsel.

Section 5: The term “days” when used in this procedure shall mean workdays where employees are in attendance.

Section 6: The term “organizational level administrator” when used in this procedure shall mean the immediate supervisor of the employee filing the grievance.

Section 7: The term “next organizational level administrator” when used in this procedure shall mean the administrator at the next appellate level.

Article II - Purpose

Section 1: Good morale is maintained as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. With the ultimate goals of servicing the educational welfare of children, the grievance procedure provides for the prompt and equitable adjustment of difference. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.

Section 2: Nothing contained herein shall be construed as limiting the right of the grievant to discuss the matter informally with any appropriate member of the administration and having the problem resolved.

Article III - General Procedures

Section 1: Grievances should be resolved as quickly as possible. Time limits for each step of the procedures may be extended by mutual consent of the parties.

Section 2: If a petition for the resolution of a grievance is filed within thirty (30) days of the end of the employee's work calendar, the parties may agree to a reduction in the specified time limits in order that the resolution be completed prior to the last day of the employee's work calendar.

Section 3: Sites for discussions shall be within the District at neutral locations agreeable to both parties.

Article IV - General Provisions

Section 1: All communications by grievant and respondent shall be in writing at each level of the proceedings with the exception of the "informal procedure." Failure at any step in this procedure to respond to the grievance in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and there shall be no further right of appeal via the grievance procedure.

Section 2: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 3: A grievance file of all proceedings held under the terms of this Agreement shall be kept in the Human Resources Department.

Section 4: Forms for the initiating and processing of grievances shall be jointly designed and approved by the District and the Kyrene Education Support Professionals Association. The forms shall be printed by the District and made available at each school or office site through office personnel.

Section 5: If a grievance representative will be present, the other party shall be notified in writing five (5) days prior to the meeting or hearing.

Section 6: The Board and the administration shall cooperate with the Kyrene Education Support Professionals Association in its investigation of any grievance. Any information relating to the grievant shall not be furnished unless the employee agrees in writing on the grievance form to the release of data, which shall be specified.

Article V - Initiation and Processing of the Grievance

Section 1: Informal Procedure: Employees may, alone or accompanied by a grievance representative, discuss the grievance with the principal or appropriate administrator or supervisor, in an effort to resolve the problem informally.

Section 2: Formal Procedure:

Level One - School Principal or Appropriate Administrator

1. When informal procedures fail to resolve the grievance, the employee may file, within ten (10) days of receipt of the informal decision, a written request for formal resolution. A Level One grievance form shall be directed to the supervisor/administrator or other appropriate respondent. Information on the grievance form shall state the grievance in specific terms and indicate how the grievance will be substantiated.
2. A meeting between the employee and his/her supervisor wherein the written grievance is reviewed and an attempt is made to resolve the dispute shall be conducted within five (5) working days after the supervisor has received the written grievance. The supervisor shall review the employee's written grievance and personally discuss the matter with the employee.
3. In the event an amicable resolution is possible, this should be noted on the grievance form and the grievance dismissed.
4. In the event the supervisor and the employee are unable to agree on a resolution, the supervisor shall notify the employee on the grievance form of his recommendation and disposition of the action as soon as possible after the meeting, and in no event later than five (5) working days.

Level Two

1. The employee shall have five (5) working days after receipt of the written notification of the supervisor's disposition in which to file a written appeal with the next organizational level administrator.
2. The organizational administrator shall, within five (5) working days of receipt of the written appeal, meet personally with the employee and review the written grievance form and take such additional documentation and/or informal testimony as appropriate to obtain all facts necessary to resolve the dispute.
3. The organizational administrator shall then notify the employee, in writing, of his/her disposition of the grievance within three (3) working days after the employee and the organizational administrator have reviewed the matter together.

Level Three - Review Panel

1. If the grievance is not satisfied with the decision concerning a grievance at Level Two, the grievant may, within five (5) days after the decision is rendered, request in writing to the Assistant Superintendent of Human Resources that a grievance be submitted to a Review Panel or directly to the Superintendent.
2. The Superintendent or designee and the grievant will each select a resident of the District. These two persons will select a third resident of the District to serve on the panel. The selection of the Review Panel shall be completed within ten (10) days of the request for the hearing.
3. The hearing shall take place within ten (10) days after the formation of the Review Panel.
4. If the grievant requests in writing, the District shall provide each member of the Review Panel with a copy of the grievance file.
5. The purpose of the Review Panel hearing is to review and evaluate events which have occurred or actions which have been taken concerning the grievance at Levels One and Two, and to hear all evidence and testimonies.
6. All persons present at any of the meetings provided for in Levels One and Two shall be present at the Review Panel hearing.
7. The Review Panel shall meet in closed session, unless the grievant requests otherwise, immediately following a hearing to evaluate the evidence and arrive at a decision.
8. The Review Panel shall, within five (5) days, prepare a written report and send it to the District for inclusion in the grievance file. Copies shall be forwarded by the District to the grievant.

Guidelines for Review Panel Hearing

1. All deliberations of the Review Panel shall be held only when all members are present.
2. The time and place of the hearing shall be designated by the Review Panel.
3. A tape recording shall be made of the hearing for the exclusive use of the panel in reaching its decision. At the conclusion of the Review Panel's deliberations, the Review Panel shall destroy the tape recording.
4. The Review Panel shall be charged with the security of the tape recordings and of all written material submitted to the Review Panel while the hearing is taking place. At the close of the hearing and deliberations, written evidence and the Review Panel's report shall be placed in the grievance file in the District.
5. All persons presenting material shall be subject to questioning by the members of the Review Panel. Any new written material presented to the Review Panel at the hearing shall be made available to all parties present.

HOLIDAYS

Kyrene School District

Employees in term certain/contracted positions shall earn holidays prorated to their FTE. The employees will be paid for the holidays that fall within their work calendar. (At-will/temporary, and substitute positions are not considered term certain/contracted positions.)

There will be at least ten (10) paid holidays for twelve (12) month employees. The specific holidays will be set each year by the Board when establishing the school calendar.

Employees who work a 260-day assignment are paid for the winter and spring breaks. These employees need not report to work on these days unless directed to do so by their immediate supervisor. Employees in maintenance, custodial, payroll, and technology areas should expect to work up to five (5) days during the break periods.

Any employees who are directed to work by their supervisor during these break periods will be paid holiday pay plus their regular rate of pay for each hour worked, or flex hours at straight pay. Although the payment option is determined by the supervisor, whenever possible the employee's preference will be taken into consideration.

Employees who use the electronic time keeping system (Kronos) during a holiday week sometimes end up with a fractional amount of total paid time that is less than their contracted hours. Those employees affected by this may use their Authorized Compensatory Absences (ACA) to make up the difference if they so choose.

<i>CROSS REFERENCE: Part-time Hourly</i>
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Kyrene School District

Medical plans will be made available to eligible employees. For purposes of benefits eligibility in the KEBT plans, benefits eligible is defined as working at least 30 hours per week/130 hours per month. Employees who elect a medical plan will receive a medical allowance equivalent to the cost of the Standard medical plan.

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.

The KESPA 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.

KEBT – Continuation of District Insurance Plans (COBRA)

- 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.
- 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 as outlined in the federal guidelines for COBRA continuation.
- Conversion or portability of Voluntary Life/Life Insurance may be requested at termination of employment.
- Terminated employees may continue coverage for themselves and their dependents for eighteen (18) months unless they become covered by another group insurance plan or become entitled to Medicare benefits.
- The individual will be required to pay the full group rate, plus an additional 2 percent to cover administrative costs.

Life Insurance

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

*CROSS REFERENCE: Association
Intent to Terminate*

JURY DUTY/SUBPOENA

Kyrene School District

Jury Duty

Jury duty absence for full-time and part-time employees is allowed with regular pay less jury pay without any deduction of Authorized Compensatory Absences. Verification of jury duty must be submitted with time logs. Exempt employees must submit verification with absence request form. Please see the jury duty FAQs on the HR web site for complete procedural information.

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, less subpoena pay excluding expenses, without any deduction of ACA, provided appropriate documentation (e.g. the subpoena) is submitted with time log. Exempt employees must submit verification with absence request form.

CROSS REFERENCE: Authorized Compensatory Absences

Kyrene School District

Employees must notify Human Resource Services/Employee Relations to discuss eligibility for an approved leave in the event of any absence: (1) that exceeds five consecutive work days; 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 Leaves

- Personal Leave
- Annual Non-Compensable Leave
- General Medical Leave
- Military Leave
- State or National Office
- Victim Leave

Family & Medical Leave Act (FMLA)

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

Leave for eligible employees that qualifies under FMLA will be designated as FMLA. The employee should contact Human Resource Services/Employee Relations to arrange 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. The employee will complete necessary paperwork online or by contacting Human Resource Services/Employee Relations, and will submit health care provider certification of the need for medical leave.

- All rights of retirement, accrued absences, and other benefits provided by law shall be preserved and available to the employee.
- Upon reinstatement to the same position, the employee shall receive compensation that reflects the same salary they previously had prior to taking leave. Upon reinstatement to a position at a different classification level, experience and education related to the position will be considered when the Human Resources Department sets salary.
- Except as otherwise provided in law or policy, an employee cannot be guaranteed the same assignment as prior to the leave.
- ACA must be used during a leave of absence in accordance with Board Policy GCCC other than annual non-compensable leave, unless there is an FMLA component applied to the leave. When ACA is used during a leave of absence, ACA shall continue to be accrued at the regular rate.
- During the leave, medical insurance benefits in effect immediately prior to the leave shall be allowed to continue under the COBRA guidelines should the employee choose to pay for such insurance based upon the duration of the requested leave.

Personal Leave – In hardship situations, leaves for less than one year which does not qualify under any of the other available leaves, may be granted upon approval of the principal/supervisor and Superintendent/designee, if its being granted would not notably disrupt the continuity of the instructional program.

- Annual Non-Compensable Leave - Annual Non-compensable leave for a period of time not to exceed one (1) year may only be granted by the Board. Employees must be employed by the District for a minimum of one year to qualify. Such leave requests shall be considered contingent upon the best interests of the District. Non-compensable leaves may be requested for the following:

- Recovery from or treatment of personal illness or injury (verification from health care provider required).
- Caring for a child in the first year of life or first year of adoption or another member of the employee’s immediate family* as defined on page 6.
- Further educational study for the purpose of obtaining a certification or degree (documentation required).

1. Written requests to the Board for annual non-compensable leave, with required documentation attached must be received by Human Resources 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 in Human Resources no later than February 15.

2. Written notification to the Board of the employee’s intent to return or not to return the year following a leave must be received by the Human Resources Department no later than January 15 of the leave year. Requests for an additional annual non-compensable leave of absence will be considered for extraordinary circumstances.

Extension to January 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 Human Resources Department no later than the first day after winter break.

<i>CROSS REFERENCE: Authorized Compensatory Absences</i>

- The Family and Medical Leave Act – 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 GCCC. 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.
- General Medical Leave– General medical leave for the employee’s medically necessary surgery, accident, major illness or childbirth and recovery may be granted, where the employee is not eligible under the guidelines and entitlements of The Family and Medical Leave Act.
- 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 for any approved holiday or break period within their work calendar, it is necessary for the employee to be in attendance or use ACA or vacation for one (1) day preceding and following the break period or holiday.
- 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 shall bear the cost of the physical examination. The response from the physician shall be in writing.
- Military Absence/Leave
Military leaves of absence will be granted pursuant to Board Policy GCCD 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.)
- Leave For State Or National Office
If an employee is elected to a state or national office of a Professionals 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.
- Victim Leave
Upon submission of required documentation, Victim leave will be granted pursuant to Board Policy GCCD 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.

PROFESSIONAL GROWTH PROGRAM

Kyrene School District

PURPOSE

The Kyrene School District supports lifelong learning. Education Support Professionals are eligible to claim a higher education degree for possible additional compensation. In addition to degree compensation, Education Support Professionals are provided an opportunity to participate in a professional growth program which offers two (2) options: a pay as you go education salary credit system or reimbursement for tuition.

The purpose of the professional growth program is to:

- encourage personal growth and skill development
- motivate employees to continue to strive for high standards of performance
- attract and retain quality employees
- prepare employees for District positions identified by personal interest and District needs
- offer more effective service to the District

Degree Compensation:

Education Support Professionals who are not currently being compensated for their degree may be eligible for compensation consideration during the District's annual professional growth program budgeting process. To be compensated for their highest degree, not required for their position, but is directly related to their position or declared career path with the District, the employee must have filed a Notice of Intent by February 15 of the prior fiscal year and submit a complete set of official transcripts from an accredited college or university which shows their degree conferred in order to receive additional compensation. Degrees earned outside of the United States must be submitted with a recommended U.S. Educational Equivalency. An employee cannot be compensated for a degree if they received tuition reimbursement or salary credit for any classes in the degree program.

Additional compensation will be awarded to the highest approved degree as follows (all amounts will be broken down to an hourly rate, based upon a 12 month, 260, 2080 hour contract):

Associate Degree: \$800/year, paid at the rate of \$0.39/hr
Bachelor Degree: \$2,200/year, paid at the rate of \$1.06/hr
Graduate Degree: \$3,000/year, paid at the rate of \$1.45/hr

ELIGIBILITY TO PARTICIPATE:

Pay As You Go Education Salary Credit (Additional compensation for eligible completed coursework):

For ESPs employed prior to July 1, 2012, employees may submit coursework completed within the past 10 years* (completed during their employment with the District) for education credit compensation. Coursework must meet the guidelines outlined below and the employee must not have been previously compensated for the course through a different professional growth benefit.

* For the purposes of this section, the 10 year rule is a rolling 10 years; i.e. – the 10 years will be based on the date the course was completed and submitted into iVisions. Please note compensated coursework will be capped to an amount equivalent to the degrees identified below.

For Education Support Professionals hired on or after July 1, 2012, employees may submit coursework completed since their hire date or position change to a term-certain/contracted position.

For all Education Support Professionals, coursework taken and or completed prior to their employment are not eligible for the Pay As You Go compensation at any time.

The Pay As You Go system will be capped for college and university coursework at the annual amount compensated for the next highest level of degree. Please note an employee who does not have a Bachelor's degree, whether or not they are taking courses to obtain a degree, will be capped at 27 undergraduate credits. An employee with a Bachelor's degree, taking additional Graduate college or university coursework shall not exceed \$3,000 total compensation while working towards degree. An employee who already holds a documented graduate degree will not be capped for graduate coursework (graduate college coursework/Kyrene courses/approved out of District workshops/trainings).

Tuition Reimbursement:

Employees must be employed by the Kyrene School District in a term-certain/contracted position for at least one year, and retain this status in order to receive tuition reimbursement.

GUIDELINES FOR CREDIT/COURSEWORK²⁴

Acceptable Credit/Coursework:

Acceptable credit will be such a nature that the work done in acquiring the credit will improve the employees' services to the District in:

1. Skills directly relating to primary responsibilities of current assignment and/or better knowledge and understanding of current position.
2. The liberal arts (i.e., psychology, anthropology, sociology, and the humanities), which will result in a better understanding of members as society and the human race.
3. The understanding and application of computers and technology as it relates to your current position and/or related career goals.
4. The completion of courses needed in order to achieve a degree, which relates to a career path within the District.
5. Coursework and programs relating to STEM (science, technology, engineering and math).
6. The course addresses current social and educational needs of students as identified by the District or School Administrator.
7. Once a Bachelor's or Graduate degree is obtained graduate level coursework is the standard for professional growth compensation including both Tuition Reimbursement and Pay As You Go salary credit compensation.

Credit/Coursework Not Allowed:

1. Credit will not be allowed for courses that are repeated.
2. No employee may receive both monetary compensation and credit for the same activity.
3. No credit shall be given for coursework completion on District work time or if paid in full or in part by the District.
4. Employees may not receive tuition reimbursement for courses that are paid for by grants or scholarships.
5. Credit will not be allowed for courses that did not receive prior approval. (for tuition reimbursement only.)
6. Undergraduate coursework for those who already hold a Bachelor's or higher level graduate degree, or who have already received the maximum compensation for 27 undergraduate credits.

TYPE OF CREDIT/COURSEWORK ALLOWED

1. Non-District Courses (universities, colleges or other accredited or District recognized institutions/trade or professional schools)

- All transcripts must show a minimum grade of “C” for coursework or “Pass” when offered as a Pass/Fail course. A minimum of nine (9) credit hours for every fifteen (15) credit hours must be graded classes.
- Quarter-hour credits will be evaluated as equal to two-thirds (2/3) of one (1) semester hour credit.

2. Non-District courses (workshops, seminars, conferences, non-graded courses)

At least fifteen (15) contact hours are required for one credit. Approval of courses will be controlled by standards comparable to formal college/ university study. Course credit will be identified and pre-approved by Human Resource Services by following the appropriate application procedures.

Upon conclusion of the course, a certificate of successful completion must be submitted to the Division of Human Resource Services. If a certificate is not issued, a signature from the instructor indicating successful completion of the course is required.

3. In-District Courses

One credit may be earned for completion of each fifteen (15) seat hours. Employees may accumulate seat hours to achieve credit hours. Course approvals are not needed for in-District courses.

TYPES OF COMPENSATION

Employees may elect to receive two forms of compensation for Professional Growth Pay As You Go Education Salary Credit or Tuition Reimbursement.

1. Pay As You Go Education Salary Credit

Term-Certain Employees are eligible to earn Educational Salary Credit for continuing education. Eligible and approved credits will be compensated at the Board approved per rate on an annual basis and calculated by dividing the annual per credit rate by 2080 hours to establish an hourly rate increase. For example, if the Board approved per credit rate is \$80, the hourly “increase” is calculated by taking $\$80/2080 \text{ hours} = \$0.04/\text{hr}$. This rate may change from year to year depending on available resources.

Step One. **Course Approval Request** – Pre-approval of coursework for Pay As You Go Salary Credit eligibility is not required; however, Employees may submit a course approval request electronically to Human Resources using iVisions in order to obtain **pre-**approval in advance of taking a course. In the absence of pre-approval, it is the employees’ responsibility to ensure that the coursework meets the guidelines for acceptable coursework.

Step Two. **Completed Coursework** – to be eligible for salary increases for the subsequent year, coursework must be completed by February 15 and all transcripts and supporting documentation must be **submitted** through iVisions no later than 4:30pm on February 15 of each year.

Step Three. **Amended Contract** – If coursework is approved for Pay As You Go Salary Credit and all documentation is submitted into iVisions by the February 15 deadline, Human Resource Services will prepare a contract or an amended contract, which reflects the salary increase retroactive to the start date of employee’s current contract provided that funding is approved by the Governing Board and allocated in the annual Meet and Confer process.

At any time, employees may check the status of their coursework submitted into iVisions. The iVisions system uses the following status remarks:

- “Submitted” means a course has been successfully entered into iVisions and is in queue to be processed.
- “Pending Information” means a course submitted for either *Pre-Approval* or as *Completed Coursework* is being processed by Human Resource Services and/or the Professional Growth Committee and requires additional information to be submitted in order to determine eligibility. Employee will be contacted by Human Resource Services with the specific request for additional information.
- “Committee Review” means that a course submitted for either *Pre-Approval* or as *Completed Coursework* has been forwarded to the Professional Growth Committee to determine eligibility.
- “Pre-approved” means courses submitted for pre-approval and have been initially determined to meet Professional Growth Standards based upon information submitted as part of pre-approval. (**Final determination will be made when submitted as completed coursework.)
- “Eligible” means that completed coursework meets Professional Growth Standards and is eligible for compensation in the next fiscal year should funding be available.
- “Not-Eligible” means completed coursework or pre-approval course requests have been reviewed and were determined to not meet Professional Growth Standards and are not eligible for compensation.

**Final Approval of Educational Credit – Final evaluation for educational salary credit will only occur when all documentation has been submitted by 4:30pm on February 15. iVisions will indicate that a final evaluation has been completed when a course has been marked as eligible or ineligible, unless submitted for pre-approval the status is pre-approved.

2. Tuition Reimbursement

Step One. **Course Approval Request** – All Course Approval Request forms for the next fiscal year must be submitted to Human Resource Services in advance of course start date and no later than February 15 in the prior fiscal year.

All courses must be submitted prior to the course start date.

Exceptions will be considered when previously approved course is dropped from the institution schedule, and it is necessary for an employee to select an alternative course.

- Step Two. Completed Courses Reporting - The completed courses reporting form for Tuition Reimbursement must be forwarded to Human Resource Services within 30 (thirty) days of completion of the course along with all transcripts, documentation, and original paid receipts before the evaluation for tuition reimbursement will occur.

Budget and Funding Approval Process

Incentive Credits Budget Process

Human Resource Services will calculate the potential cost for Incentive Credit compensation based on the Notice of Intent Forms that are received in Human Resource Services by the February 15 deadline. Based on this data, a recommendation for the budget will be proposed during the annual budget process. All decisions regarding available funding for incentive credits will be determined and approved through the annual budget process for the next fiscal year. Continuance of this program in the future will be based upon available budget.

Tuition Reimbursement Budget Process

Human Resource Services will calculate the potential cost for Tuition Reimbursement compensation based on the Preapproval Request Forms that are received in Human Resource Services by the February 15 deadline. Based on this data, a recommendation for the budget will be proposed during the annual budget process. All decisions regarding available funding for tuition reimbursement will be determined and approved through the annual budget process for the next fiscal year. Continuance of this program in the future will be based upon available budget.

Tuition Reimbursement Guidelines

1. Employees may receive up to two thousand five hundred dollars (\$2,500) in reimbursement, per fiscal year.
2. Employees assigned to thirty (30) hours or more per week in term certain/contracted position(s) are eligible to be reimbursed for the full amount of their tuition up to two thousand five hundred dollars (\$2,500).
3. Employees assigned to term certain/contracted position(s) less than thirty hours (30) per week are eligible for a prorated reimbursement according to their term certain/contracted position's hours, i.e., an employee assigned to a twenty (20) hour term certain/contracted position would receive 50% of their total tuition reimbursement; an employee assigned to a twenty-five (25) hour term certain/contracted position would receive .625% of their total tuition reimbursement. Tuition reimbursement will be taxable income.

Employee's who submitted for preapproval of courses on or before February 15 in the prior fiscal year, that exceed the \$2,500 per fiscal year limit may be eligible for additional tuition reimbursement on a first come first serve basis based on budget capacity. Additional tuition reimbursement may be awarded should there be any unused money that was budgeted in the annual budget process not to exceed an additional \$1,000 or \$3,500 total for the fiscal year.

PROFESSIONAL GROWTH REVIEW/APPEALS COMMITTEE

Human Resource Services will review all Professional Growth coursework submissions to determine eligibility to receive compensation. If an employee appeals a decision, the review goes to the Appeals Committee.

Membership

1. The Committee shall be comprised of four (4) representatives from the following areas:
 - Two (2) representatives appointed by KESPA
 - Two (2) administrators appointed by the Superintendent
2. Appointments for representatives to serve on the Committee shall be received by Human Resource Services.

Functions

The Committee will hear appeals on employee requests regarding course approval denied as follows:

1. An employee appealing a decision must request, in writing, a review by the Committee.
2. The Professional Growth Appeals Committee will schedule a meeting to review the appeal. If no agreement is reached among a majority of the committee's members, the request for professional growth will be denied.
 - a. The Professional Growth Appeals Committee will send the decision in writing to the employee. The decision of the committee is final.
 - b. If the Committee unanimously determines the case merits further review, the case will be referred to the Assistant Superintendent of Human Resource Services for a final decision.

NATIONAL/STATE CERTIFICATION OR LICENSES

Kyrene School District

Additional compensation may be granted for valid national certifications or additional licenses that an employee may hold or earn that are above and beyond what is required for an employees' job classification with the Kyrene School District not to exceed \$1,200 per year which will be calculated on an hourly rate based upon a full time 12 month/260 day (2080 hours) contract.

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:

- National certification directly relates to the employees' position and provides additional expertise to the District.
- National or state certification that has national recognition and is affiliated with a national professional organization.
- National certification is granted with successful completion of testing.
- National 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.
- National certification authenticity is verifiable.
- National certifications have an expiration date and/or are renewable; or
 - After 10 years, in cases where there is no expiration date or renewal required to maintain the certificate, the employee must submit documentation to Human Resources 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 3 years prior to the 10 year marker or within three (3) years of initial consideration. Such professional development may include; seminars, conferences, district classes, webinars, workshops and position related coursework.
 - If a certification does not have an expiration date, it must be less than ten (10) years old at the time of initial consideration. If the certificate is older than ten (10) years, the employee must submit completion of 60 hours of related professional development (within the past 10 years) with the initial application.
 - After ten (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 HR 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 ten (10) year marker. Such professional development may include; seminars, conferences, district classes, webinars, workshops and position related coursework.

National certification stipends will be listed below as approved. See Addendum 7 for Professional Growth Committee rubric.

Tier 1 national certifications thus far approved at \$1,200 per annum (\$.58/hr) are as follows

- EPA Technician Certificate – Universal
- National Journeyman Electrician Certification
- National Journeyman Painters Certification
- Assistive Technology Certification

Tier 2 national certifications thus far approved at \$600 per annum (\$.29/hr) are as follows

- Group Benefits Associate

Tier 3 national certifications thus far approved at \$300 per annum (\$.15/hr) are as follows

- National Locksmith Certification
- Retirement Plans Associate

If the national certification has not been approved in the past, it will need to be reviewed by the Professional Growth committee to include up to four (4) Education Support Professionals and their recommendation taken to the Education Support Professional Meet and Confer team for approval.

RECLASSIFICATION

Kyrene School District

The District will include classified employees input in reclassification decisions through a process determined by a liaison group comprised of members of the recognized classified employee association and District administration.

REEMPLOYMENT OF FORMER EMPLOYEES

Kyrene School District

Retirement

Any employee who has retired from the District and is seeking re-employment shall be considered a new applicant and will follow the prescribed hiring practices. Kyrene Return to Work Retired Employees as defined by Arizona State Retirement System will receive 78% of their last documented base hourly rate, including market adjustments, or according to the placement rules of new hires, whichever is greater, if that employee is re-employed within four (4) years in the same job classification. Return to Work Employees that retired from another district will fall under the placement rules for new hires. In the event that a retired Kyrene employee is offered a position in a hard-to-fill role as determined by Human Resource Services in consultation with the KESPA President or designee compensation will be set at the exiting base salary minus the ACR.

Grandfather clause 5-year plan for current return to work employees:

Year 1	2013-14	100% of salary
Year 2	2014-15	100% of salary
Year 3	2015-16	One-half of ACR to be backed out of salary
Year 4	2016-17	Full amount of ACR to be backed out of salary
Year 5	2017-18	78% of salary

Resignation

Any employee who has resigned from the District and is seeking re-employment shall be considered a new applicant and will follow the prescribed hiring practices. An employee who has been previously employed by the District will receive the same hourly rate, including market adjustments, if that employee is re-employed within four (4) years in the same job classification.

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 prior to the resignation will be reinstated, unless the employee received a payout for those accruals.

Reduction in Force/Non-renewals/Position Elimination

Persons no longer employed because of a reduction in force, non-renewal or position elimination who are re-employed during the following school year, will return with all allowable benefits accrued at the time of termination, except when the employee has been paid for those benefits.

Depending on the job vacancy, the employee will have salary set as follows:

Upon reinstatement to the same or higher classification level in a subsequent year, the employee shall receive a salary that reflects the same salary they had prior to termination of employment or entry level salary, whichever is higher. Upon reinstatement to a position at a different classification level, past experience will be considered when the Human Resources Department sets salary.

An employee who has been previously employed by the District will receive the same hourly rate, including market adjustments, if that employee is re-employed within four (4) years in the same job classification.

STAFF DEVELOPMENT

Kyrene School District

Employees shall be required to attend staff development training courses provided for them during the year as directed by their supervisor and arranged by the District administration. They will be paid at their regular rate.

It is necessary for supervisors to provide an opportunity for their employees to grow and develop within their positions. To that end, supervisors will encourage employees' participation in staff development days.

If State funding allows, funds shall be provided for staff development training.

VACATION

Kyrene School District

Vacation time is accrued but is not credited during the first six (6) months of employment. An eligible employee, upon completion of six (6) months of employment, is eligible for accumulated vacation. If an employee terminates during the first six (6) months of employment, he/she is not eligible for accrued vacation time.

Twelve-month (12) employees who work twenty (20) hours or more per week in a term certain contracted position for a continuous period of not less than six (6) months are eligible for prorated vacation benefits.

Twelve-month (12) employees in a term certain contracted position, who are employed forty (40) hours per week shall accrue vacation on a per pay period basis (in alignment with years of service identified below) based on actual time paid, not to exceed their contracted FTE.

Based on Years of

Continuous Contracted Service:

1 st - 3 rd year	Approximately ten (10) days vacation per year (accrual rate of .0384615 hours of vacation per each hour worked/paid)
4 th - 9 th year	Approximately fifteen (15) days vacation per year (accrual rate of .0576923 hours of vacation per each hour worked/paid)
10 th - 14 th year	Twenty (20) days vacation per year
15 th year +.....	Equivalent to the number of days given to Administrators (currently approximately twenty two (22) days (accrual rate of .0846154 hours of vacation per each hour worked/paid)

Twelve-month employees, who work at least twenty (20) hours per week and less than forty (40) hours per week, will receive prorated vacation accruals.

Employees should submit vacation requests through iVisions to their supervisor whenever possible five (5) days prior to use, failure to do so may result in vacation requests not being approved. The employee will also need to report his/her absence in the automated absence system, SubFinder as applicable. An employee may track their ACA, Comp Time and Vacation time balances through iVisions at any time.

All employees are encouraged to use their vacation each year. Employees should use all vacation prior to severance of employment unless approved in writing by the Superintendent or designee. Any unused vacation available at the time of severance shall be paid to the employee at their hourly rate. Under no circumstances shall a payout exceed the maximum as allowed under Policy GCD.

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

CROSS REFERENCE:	<i>Assignments</i> <i>Intent to Terminate</i> <i>Authorized Compensatory Absences</i>
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**WORK DAY/WORK WEEK/
ALTERNATIVE WORK SCHEDULE**

Kyrene School District

Work Day

The standard workday for a regular work schedule is eight (8) hours per day excluding any meal period. Meal periods shall normally be thirty (30) uninterrupted minutes in length and is not considered part of the workday. Breaks may be available but are not mandatory and cannot be combined with the meal period to extend its length. Special or split shifts may be arranged when needed, provided the total number of hours worked by an employee does not exceed forty (40) hours per week.

The thirty (30) minute meal break is not a part of the workday.

<u># HOURS/DAY</u>	<u># BREAKS</u>	<u># MEAL PERIOD</u>
0 to less than 4	0	0
4 to less than 6	1 - 15 minutes	0
6 to less than 8	1 - 15 minutes	1 - 30 minutes
8	2 - 15 minutes	1 - 30 minutes

Work Week

The work schedule will not exceed forty (40) hours per week. A workweek is defined by the number of hours that the employee is normally scheduled to work.

Alternative Work Schedule

Employees may be given the option of working 4 ten-hour days by the superintendent/designee. Alternative work schedules are not entitlement. They are an employee privilege and a management tool. They are intended to benefit both the district and employees. Schedules may be disallowed, modified, or cancelled based on work demands, staff availability or perceived adverse impact related to such schedules. The opportunity to work an alternative workweek must be approved in advance by the employee's principal/director, who is ultimately responsible for decisions to continue or discontinue the alternative work schedule. This decision is nongrievable.

Daily flexible work hours may be scheduled within a 40-hour workweek. However, the superintendent or principal/director is responsible for setting any necessary core hour or flextime scheduling range requirements on a position.

Schedule Guidelines:

- Although an employee may be working an alternative work schedule, the workday will continue to be defined as an eight-hour day. Therefore, all personnel rules and policies presume an eight-hour workday. ACA, bereavement leave, vacation, holidays, etc. are paid based on eight-hour days.
- Leave taken must correspond with an individual's regular scheduled hours. For example, if ACA leave occurs on a nine-hour day, then the employee will be charged for a nine-hour day. If ACA leave occurs on a ten-hour day, then the employee will be charged for a ten-hour day. Partial day absences will be prorated based upon the alternative work schedule workday.
- In the event of an extended leave of ten days or more, employees will revert back to a five, eight-hour day schedule and will take eight hours of sick leave for each day they are absent.
- When a holiday falls within an alternative workweek, the holiday is always an eight-hour day. Therefore, the employee must work thirty-two hours within that workweek. Employees may:
 - work an extra hour on two days that week
 - take two hours vacation time
 - take two hours comp/flex time
 - take two hours ACA
 - take two hours deductible time without pay
- At times employees may be required to work on their scheduled flex day to meet the needs of the district, at the discretion of the supervisor.
- All alternative work schedules should contain a thirty-minute lunch break when the workday is eight hours or more.

<p><i>CROSS REFERENCE:</i> <i>Authorized Compensatory Absences</i></p>

WORKERS' COMPENSATION

Kyrene School District

Please see the Workers' Compensation policies: EBBB, GBGD, and GBGD-R

CROSS REFERENCE: Authorized Compensatory Absences

GRIEVANCE FORM

Kyrene School District

CLASSIFIED EMPLOYEE GRIEVANCE FORM

Name of Grievant _____

Position _____

Date of Occurrence _____

Brief Description of Occurrence _____

Nature of Relief Requested by Grievant

Grievant's Signature

Date

ADDENDUM 1

SALARY/ SALARY DEDUCTIONS

Kyrene School District

Setting Salary for Employees New to the District

Human Resource Services will review all prior experience for consideration in the initial salary placement. Experience credit will be granted based on prior compensated full-time, full-year experience. Prior experience must be directly related to the position for which the employee is being hired and must have had similar essential duties and decision making authority. Experience will be considered for prior contracted employment or periods of self-employment when documentation is presented to Human Resource Services which verifies full-time, full-year employment. Experience credit will not be given for volunteer work, at-will/temporary employment or partial years.

Initial Salary Placement based upon approved prior experience shall be based upon 0-1, 2-3, and 4 or more years of related experience. A candidate may be awarded additional years of credit when vacancies occur in areas of identified critical need as recommended by Human Resource Services and approved by the Governing Board. This is not to exceed actual years of service which may include immediate subordinate experience directly related to the position credited at one year for two years of immediate subordinate experience not to exceed the midpoint of the salary structure for the position.

Band	0-1 Years Experience	2-3 Years Experience	4+ Years Experience	Minimum Rate
A 10	\$9.92	\$10.07	\$10.22	\$10.27
A 11	\$11.24	\$11.39	\$11.54	\$11.76
A 12	\$12.56	\$12.71	\$12.86	\$13.12
A 13	\$13.88	\$14.03	\$14.18	\$14.49
B 21	\$14.56	\$14.76	\$14.96	\$15.33
B 22	\$15.83	\$16.03	\$16.23	\$16.48
B 23	\$17.09	\$17.29	\$17.49	\$17.66
B 24/B31	\$18.67	\$18.92	\$19.17	\$19.09
B 25/B 32	\$20.56	\$20.81	\$21.06	\$20.88
C 41	\$21.26	\$21.56	\$21.86	\$22.81
C 42	\$22.47	\$22.77	\$23.07	\$24.10

Education Criteria

New employees may claim their highest degree attained that is not required for their position but is directly related to their position or declared career path with the District to be included in their initial salary placement. Employees new to the District must provide a complete set of office transcripts from an accredited college or university which shows their degree conferred within 30 days of the start of their contract. Degrees earned outside of the United States must be submitted with a recommended U.S. Educational Equivalency. Coursework taken prior to employment will not be eligible for compensation at any time. Compensation will be awarded to the highest approved degree as follows (all amounts will be broken down to an hourly rate, based upon a 12 month, 260, 2080 hour contract):

- Associate Degree: \$800/year, paid at the rate of \$0.39/hr
- Bachelor Degree: \$2,200/year, paid at the rate of \$1.06/hr
- Graduate Degree: \$3,000/year, paid at the rate of \$1.45/hr

Salary Deductions

1. Credit union, annuity contracts, employee organization dues, insurance premiums, Kyrene Education Foundation and United Way donations may be withheld from salary earned when requested by the employee.
2. Requests for annuity participation may be made at any time during the year. Annuity participation will be continuous, subject to applicable Internal Revenue Services (IRS) regulations.
3. Employees desiring individual and/or dependent coverage on the District health benefits policy must initiate the coverage during open enrollment or at the start of employment.

ADDENDUM 2

EMPLOYEE LEAVE BANK

Kyrene School District

KESPA operates an employee leave bank. The bank will gather ACA hours from employees to be used by leave bank members who are ill and in need of ACA hours. There are two open enrollment opportunities each year from August 15 through September 15 and January 15 through February 15. At the time of enrollment, the employee must have at least 24 hours of ACA to participate in the employee leave bank.

- a) Employees who wish to participate must contribute eight (8) ACA leave hours to the employee leave bank.
 1. Beginning 7/1/2013, ESP Leave Bank Members who have a break in employment (resignation, retirement, or termination) and are re-employed at any time, who wish to participate in the leave bank will need to rejoin the leave bank by contributing eight (8) hours during one of the open enrollment periods.
 2. Beginning 7/1/2013, ESP Leave Bank Members who have a break in employment due to Reduction in Force, Non-renewal, or Position Elimination and are re-employed within twelve (12) months will have their leave bank membership reinstated.
 3. Beginning 7/1/2013, ESP Leave Bank Members who have a break in employment due to Reduction in Force, Non-renewal, or Position Elimination and are re-employed after twelve (12) months, who wish to participate in the leave bank, will need to rejoin the leave bank by contributing eight (8) hours during one of the open enrollment periods.
- b) Leave bank members may contribute up to forty (40) hours during each open enrollment period thereafter. Employees who are retiring and have ACA hours remaining above the approved payout language will be allowed to donate up to forty (40) hours even if it is outside of a designated open enrollment period.
- c) The employee leave bank will be administered by an employee leave bank committee. The committee shall consist of three (3) employees appointed by the KESPA, who are leave bank members. Leave bank membership is not contingent upon KESPA membership.
- d) The leave bank committee will establish the guidelines and procedures for monitoring and granting leave bank hours.
- e) Only an eligible leave bank member/or designee may apply for up to eight (8) leave bank days from the SLB and only after he/she has exhausted all of his/her accumulated ACA hours (this includes ACA; and compensatory (comp) time.
- f) Eligible leave bank members may receive days from the SLB only for serious, extreme, or catastrophic circumstances to self or immediate family members as determined by the leave bank committee. SLB days will not be granted for maternity, except when complications arise from pregnancy. (Note: Immediate family is as defined in Meet and Confer in the Employee Bereavement Absences section).
- g) Eligible leave bank members may be granted one request per school year and may apply to the SLB committee for one (1) additional request of up to eight (8) leave bank days (prorated to employee's ACA eligible FTE) during the same school year. Additional days may be granted to an employee during extreme and catastrophic circumstances. The leave bank committee will determine the number of hours granted in conjunction with information from the employee and the Kyrene School District Employee Relations department.

- h) In order for the SLB committee to determine eligibility for SLB days, the eligible leave bank member must complete the SLB request form and must provide written explanation of need including all pertinent information necessary to determine eligibility for SLB days and submit to the SLB committee for review. Incomplete request, may delay committee review and approval which may result in a delay in receiving payment.
- i) All decisions are final.
- j) Unused leave bank hours shall be accumulated without limit and carried over into each consecutive year.

On an annual basis, the committee will review the balance of remaining hours to determine the need to request additional hours from the leave bank members during the open enrollment period in the fall. The review will be completed by May 31 of each year.

ADDENDUM 3

HOLIDAY WORK HOUR CALCULATIONS

Kyrene School District

A holiday has a value of 1/5th of an employee's scheduled work week hours. For example, an employee who is scheduled to work 32 hours per week, the value of a holiday is 6.4 hours. An employee would need to adjust their remaining work hours that week in order to ensure that a total of 32 hours is recorded, including the holiday of 6.4 hours.

The chart below represents the value of a day and the number of hours to be worked during a week in which a holiday occurs. Use this information when completing time logs. For other FTEs not listed, divide weekly hours by 5.

FTE *	WEEKLY HOURS	DAILY VALUE	Number of Hours to be worked during the week in which a holiday occurs
1.00	40	8.0	32.0
0.98	39	7.8	31.2
0.95	38	7.6	30.4
0.93	37	7.4	29.6
0.90	36	7.2	28.8
0.88	35	7.0	28.0
0.85	34	6.8	27.2
0.83	33	6.6	26.4
0.80	32	6.4	25.6
0.78	31	6.2	24.8
0.75	30	6.0	24.0
0.73	29	5.8	23.2
0.70	28	5.6	22.4
0.68	27	5.4	21.6
0.65	26	5.2	20.8
0.63	25	5.0	20.0
0.60	24	4.8	19.2
0.58	23	4.6	18.4
0.55	22	4.4	17.6
0.53	21	4.2	16.8
0.50	20	4.0	16.0

*FTE (Full Time Equivalent) is the established figure shown on the NOA (Notice of Assignment).

ADDENDUM 4

MEDICAL ALLOWANCE BENEFIT

Kyrene School District

Employees who work 30 hours per week/130 hours per month and who elect a medical plan option through the Kyrene Employee Benefit Trust, will receive a medical allowance benefit equal to 100% of the cost of the Standard Option PPO plan for employee only coverage. Elected benefits go into effect the first of the month following 60 days of employment in the benefits eligible position.

This document has been attached for the convenience of support staff and is not a part of the negotiated agreement.

ADDENDUM 6

SALARY RANGE



2016-2017 Support Staff Hiring Placement

	Band A10	Band A 11	Band A 12	Band A 13	Band B21	Band B 22	Band B 23	Bands B 24/ B 31	Bands B 25/ B 32	Band C 41	Band C 42	Band C 43
Hourly Rate	\$10.27	\$11.76	\$13.12	\$14.49	\$15.33	\$16.48	\$17.66	\$19.09	\$20.88	\$22.81	\$24.10	\$25.39

ADDENDUM 7

PROFESSIONAL GROWTH COMMITTEE NATIONAL CERTIFICATION RUBRIC

	Date Certificate was Obtained Renewal date (if applicable)	Employee Date	
NATIONAL CERTIFICATION RUBRIC			
National Board Teacher Certification (NBC)			
1. National Affiliation - Overseen by National Board for Professional Teaching Standards.	Criteria to Evaluate other Certifications Tier 1 (\$1200) Identify National Affiliation (per M & C)	Tiered Compensation Tier 2 (\$600) Identify National Affiliation (per M & C)	Tiered Compensation Tier 3 (\$300) 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 employees 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 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.			