

**MEET AND CONFER  
DOCUMENT**

**CERTIFICATED EMPLOYEES**



**2009-2010**

**KYRENE SCHOOL DISTRICT #28**

# CERTIFICATED MEET AND CONFER

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# ARTICLE I

## STATEMENT OF PURPOSE/RECOGNITION

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

The purpose of this Meet and Confer Document is to itemize, specify, and document those terms of employment, salary, and benefits which have been agreed upon by the Governing Board of the Kyrene School District and the Kyrene Education Association, hereinafter referred to as the Association, for the 2009-2010 fiscal year.

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

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

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

DEFINITION: For the purpose of this document, "employee" will be defined as: a certificated teacher, registered nurse or teacher on special assignment, not including administrators, certificated specialists, or psychologists.

# ARTICLE II

## SALARY AND BENEFITS

### A. Salaries

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

#### 1. Salaries for Continuing Employees

For the 2009-2010 school year, continuing employees may receive salary increases as provided in the attached as Appendix D: Total Compensation Worksheet.

#### 2. Salaries for New Employees

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

a. Experience Criteria

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

b. Education Criteria

- Employees new to the District must furnish a current, official set of college transcripts prior to the start of the contract.
- Evidence of all educational credit must be presented to the Human Resource Department to be claimed for use in the initial setting of salary.
- Credit will be allowed only for graduate courses completed after a Bachelor's degree and excluding courses required for Arizona certification.

3. Criteria for Adjustment in Salary

a. Salary Increases for Length of Quality Service

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

b. Salary Increases for Continuing Education

Salary increases for continuing education are determined by the completion of approved education and professional growth coursework as described in the Professional Growth section of this document.

Salaries, at the time contracts are issued, are fixed for the ensuing year except when the employee has filed an acceptable notice of intent by February 15 of the previous contract year. (See Professional Growth section of this document).

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

Teachers who have earned a Masters degree under a post bac program within two years after date of hire shall be eligible for compensation of \$2,400 for earning a Master's degree even if some of their credits were required for Arizona certification.

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

Teachers who complete the entire process and submit a completed application to the National Board, but who do not attain certification will be eligible for a one time only \$1,200 stipend. This stipend will be applied to the first year of the annual stipend if the teacher successfully attains certification.

d. Standards for Salary Adjustments

Teachers who receive a rating of Unsatisfactory in any Quality Standard may be rehired for one additional year with no increase in salary.

Teachers must receive a "satisfactory" or "needs improvement" rating on all standards on the teacher growth and evaluation system in order to receive any salary increase. A teacher, who receives an "unsatisfactory" rating on any standard, will not receive any salary increase including: market increase, continuing teacher increase, performance pay, career ladder, and other forms of salary excluding compensation that requires extra duty. No opportunity will be given, at any time, to recover the loss of salary.

4. Career Ladder

Career Ladder is an optional compensation plan in which a teacher's salary is based on demonstrated competence as measured by objective performance criteria (Nurses are not eligible to participate in Career Ladder). Demonstration of increasing performance level (skills and expertise) leads to higher compensation. (See the Career Ladder Handbook for complete information on eligibility and placement).

5. Salary Deductions

- a. Employee organization dues (KEA, AEA, NEA, and ASHA), credit union/bank payments, annuity contracts, insurance premiums, United Way, Kyrene Schools Community Foundation and charitable donations may be withheld from salary earned when requested by the employee. Employees may be given the election as to whether to receive an annuity contract and agree to accept a reduction in salary equal to the amount to be paid by the District for the purchase of said annuity contract.
- b. Requests for annuity participation may be made at any time during the year. Such requests should consider the total annual amount for annuity contribution and be divided by the number of pay periods excluding balance of contract paychecks. Two (2) weeks written notification is required by payroll to change continuous deductions.
- c. Credit union deductions may be made at the employee's request. Changes received on or before payday will be effective on the following paycheck.
- d. Deductions for employee organizations dues, United Way and Kyrene Schools Community Foundation will begin upon receipt of the appropriate documentation by the Payroll Department and will be deducted through May. All deductions must be authorized by the employee.
- e. Employees will have salary payment options. These include 26 bi-weekly payments or an alternative payment option for actual contracted days worked as determined by Payroll each year, which follows the rules of a delayed payroll system. Employees will receive any remaining salary payments at the end of the school year, on the next regularly scheduled pay day.

B. Benefits

1. Insurance

Per the Kyrene Employees Benefit Trust (KEBT) Summary Plan, an employee working 30 hours or more per week in regular non-temporary positions is 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.

a. Medical Insurance Benefit Amount

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 in regular non-temporary positions. 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.

- b. Employee Insurance Committee  
The Kyrene Education Association (KEA) 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 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.
- c. Life Insurance Benefit  
Basic life insurance will be provided to all benefits eligible employees regardless of a waiver or election of a KEBT medical plan.
- d. Flex Benefits/Spending Account
  - 1) New employees refer to New Employee Packet.
  - 2) Continuing employees see Open Enrollment Forms.
- e. Continuation of District Insurance Plan
  - 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, 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, unless they become covered by another group insurance plan or become entitled to Medicare benefits.
  - 4) Individuals requesting continuous coverage will be required to pay the full group rate, plus an additional 2% to cover administrative costs.
  - 5) Conversion or portability of Voluntary Life/Life Insurance may be requested by the employee after the termination of their active employee benefits due to termination of employment or during a period of leave absence that is not covered by the Family Medical Leave Act (FMLA).
- f. Worker's Compensation  
Any injury must be reported within 5 days. See [Board Policy GBGD](#).

2. Authorized Absences

- a. Authorized Compensatory Absences (ACA)  
The Kyrene School District honors the professionalism of our teachers and their commitment to the learning environment and the impact that their absence may cause on that learning.
  - 1) Twelve (12) days/96 hours per year will be allowed for authorized compensatory absences prorated as determined by contracted hours between 20 and 40. These hours will be earned and credited on a per pay-period basis. Accruals will be based on actual paid time, not to exceed contracted FTE.  
  
These days may be used for illness, good cause personal, professional reasons, religious observances and when applicable, in accordance with The Family and Medical Leave Act (FMLA). With an emphasis on maintaining the flexibility of ACA days, the Board and the Association agree that in using ACA days employees will consider the continuity of quality instruction, and the impact of the absence on the operation of the school.  
  
For those employees who work less than 20 hours and do not earn ACA days, their immediate supervisor may, whenever possible, reschedule days within the workweek to avoid salary deductions.
  - 2) If a substitute is required, these absences may be used and reported in a minimum of four (4) hour increments and one half-hour (1/2) increments thereafter. If a substitute is not required, these absences may be used and reported in a minimum of one (1) hour increments, and one half-hour (1/2) increments thereafter.

- 3) The unused portion of ACA days will be accumulated indefinitely but with limitation as described in Authorized Compensatory Absence Benefits Upon Termination, which follows.
- 4) ACA days may not be used prior to being earned, except in hardship situations when the employee has not yet earned sufficient ACA days. In this event, the employee may apply for an advance of ACA days, not to exceed the total number of days that could be earned for the remainder of the year. Advance crediting of ACA days must be due to serious illness of the employee or immediate family\*, or bereavement of immediate family and must be approved by the principal/supervisor and the Executive Director of Human Resources
  - 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.
  - If approval is denied and there was already time taken off, the days absent will be deducted from the employee's pay.

\* as defined in Section 2(8)c

5) Restrictions on Authorized Compensatory Absences

a) May not be used:

- recreational purposes
- to seek or engage in other gainful employment
- the school day prior to or following a holiday
- the school day prior to or following a No School Day, as indicated on the district calendar
- the first, second, and final week of the contract year
- during parent conferences
- on required student testing days (e.g. MSS, CASS, Terra Nova and AIMS)
- during staff development activities

b) Exceptions to the restrictions may be made on those occasions when an employee:

- is absent due to illness
- is absent due to leave
- is absent due to the Maricopa County Health Exclusion Order
- is required by any branch of local, state, or federal government to keep an appointment
- desires to attend a professional workshop, seminar, or conference
- desires to observe a devotional celebration (religious observances)
- desires to attend to a responsibility that can only be performed during the school day or is not under the control of the employee (e.g., graduation, wedding, probate will, court proceedings, adoption, etc.)
- other rare and unusual circumstances

Exceptions must be requested in writing prior to use, have the written approval of the principal/supervisor, and may require documentation.

6) Need to Verify Use of Authorized Compensatory Absence

The supervisor may require explanation or verification of ACA use:

- when a pattern of use is noted
- when there is a question of the continuity of quality instruction being maintained
- when the procedures have not been followed

In 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 physical examination. The response from the physician will be in writing.

7) 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.

b. Employee Sick Leave Bank

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

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

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

c. First Year Employee Bereavement Absences

First year employees will be allowed up to eight (8) non-cumulative compensatory absence days/sixty-four (64) hours to be used in the event of a death in the immediate family. \*The purpose of these absence days is to supplement whatever authorized compensatory absences the employee has accrued. These absences will not be cumulative and may be used only once. ACA days must be used prior to the non-cumulative bereavement absence days which are made available for first year employees. However, in the event that an employee is in need of additional days before the end of the school year because some of the initially allocated ACA days were used for a bereavement, extra days will be made available, up to the number of days used for the bereavement, as may be needed during the remainder of the year.

- \* "Immediate family" for this section only and 2(a)4 is defined as: 1) The spouse or domestic partner of the employee, 2) The children, parents, siblings, grandchildren, or grandparents of the employee or the employee's spouse or domestic partner

d. Deductible Absences

- 1) Three (3) days/twenty-four (24) hours may be used by employees under provisions of the authorized absence benefits. A portion of the employee's salary will be deducted to equal the daily rate of Step 1 of the substitute pay rate. This will apply whether or not a substitute is actually required for the position. Requests for this absence should be directed to the supervisor on the Absence Request Form at least five (5) days prior to the time of absence. This absence is non-cumulative.
- 2) The principal/supervisor can deny the absence if it is determined that granting the absence would result in disruption to the continuity of quality instruction or the operation of the school.

e. Other Absences

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

f. 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 2008-2009 school year, upon termination, whether by resignation, non-renewal of contract, dismissal, retirement, or death, they will receive remuneration for each day of accrued authorized compensatory absence on the following basis:
  - Eight (8) years of continuous service – 40% of the daily rate based upon the maximum entry level salary at the BA level of the Certified Starting Salary Range (CSSR) for teachers or nurses.
  - Thirteen (13) years of continuous service – 45% of the daily rate based upon the maximum entry level salary at the BA level of the Certified Starting Salary Range (CSSR) for teachers or nurses.

- 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:
  - Eight (8) years of continuous service – 40% of the daily rate based upon the maximum entry level salary at the BA level of the Certified Starting Salary Range (CSSR) for teachers or nurses.
  - Thirteen (13) years of continuous service – 45% of the daily rate based upon the maximum entry level salary at the BA level of the Certified Starting Salary Range (CSSR) for teachers or nurses.
- 3) Notification of an intent to retire/terminate is requested to be submitted to the Superintendent no later than **February 15 of the contract year preceding the planned date of retirement/termination** in order to facilitate budget provisions. If notice is received after this date, it may be necessary for the employee to delay his/her retirement until after July 1 of the next fiscal year. In the event of permanent disability that prevents further employment, or of death, the benefits will be paid to the person or his/her estate.
- 4) The maximum accrued Authorized Compensatory Absences (ACA) for remuneration will be:
  - employees hired for the first time in the District, July 1, 1982 and after, maximum of 100 days;
  - employees hired from July 1, 1979 through June 30, 1982, maximum of 125 days;
  - employees hired from July 1, 1977 through June 30, 1979, maximum of 150 days;

g. Cash Out of ACA Benefits Prior to Retirement with ASRS

Employees with eight or more years of continuous active Kyrene experience may cash out ACA earned in the final one or two years prior to retirement at their current per diem value under the following conditions:

- 1) Employees who choose to cash out ACA in the final two (2) years of employment must:
  - Have a balance of ACA in excess of 24 days/192 hours at the beginning of the two (2) year period.
  - Submit notification of intent to retire to Human Resources no later than **February 15 of the contract year preceding the start of the two (2) year period**.
  - Employees must retire at the end of the two (2) year period and this action may not be rescinded.
- 2) Employees who choose to cash out ACA in the final one (1) year of employment must:
  - Have a balance of ACA in excess of 12 days/96 hours at the beginning of the one (1) year period.
  - Submit notification of intent to retire to Human Resources no later than **February 15 of the contract year preceding the start of the one (1) year period**.
  - Employees must retire at the end of the one (1) year period and this action may not be rescinded.

The contract amount for the final one or two years will reflect payment of the ACA cashed out during that time period. However, please note that the amount of cashed out ACA will be considered as a lump sum payment, not salary, by Arizona State Retirement System.

3. Leaves

- a. Employees may request the following leaves:
  - 1) Annual Non-Compensable Leave
  - 2) FMLA
  - 3) General Medical Leave
  - 4) Sabbatical Leave
  - 5) Military Leave
  - 6) State or National Office
  - 7) Personal Leave
- b. Non-compensable leave, which qualifies under FMLA, will be charged to FMLA for all eligible employees.
- c. ACA must be used during a leave of absence, 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.
- d. The employee should contact Human Resources/Employee Relations for an appointment for specific information regarding conditions of their leave prior to requesting the leave to ensure eligibility for continuity of compensation, medical benefits and legal rights.
  - 1) All rights of employment such as T+3/T-3 status and accrued ACA will be preserved and available to the employee. Contact Human Resources/Employee Benefits for specific details.

- 2) During the leave, except in cases where the employee accepts employment in another Arizona public school district, medical insurance benefits received immediately prior to the leave will be allowable under the COBRA guidelines, should the employee choose to pay for such insurance for the requested leave.
- 3) Upon reinstatement, the employee will receive salary credit at the level eligible for at the time of the leave. Applicable education salary credit will be determined under the provisions found in the section Professional Growth-Guidelines For Educational Salary Credit.
- 4) Except as otherwise provided in law or policy, an employee cannot be guaranteed the same placement or assignment as prior to the leave.
- 5) 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.
- 6) Part time employees who take a leave will be reinstated at the same FTE as prior to the leave.
- 7) Employees on an improvement plan or disciplinary action at time of leave will be returned to the same site and be subject to the same improvement plan.

e. Annual Non-Compensable Leave

Annual non-compensable leave may be granted to continuing teachers by the Board for a period of time not to exceed one (1) year. Such leave requests will be considered contingent upon the best interests of the District. 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 or another member of the employee's immediate\* family as defined on page 9
- 3) Serving as an exchange teacher or as a teacher in a foreign country (documentation required)
- 4) Further educational study for the purpose of obtaining an endorsement, additional certification or advanced degree (documentation required)
- 5) Improvement of Kyrene instruction through work experience (documentation required)

The following conditions apply:

- 1) Written requests to the Board for annual non-compensable leave must be received by the Human Resources Department no later than **February 15 of the year prior to the leave.**
  - Extension to February 15 notification deadline will be granted only in extraordinary circumstances and may be considered only upon submission of a written request which must be received by the Human Resources Department no later than **February 15.**
- 2) Written notification to the Board of the employee's intent to return or not to return the following year after a leave must be received by the Human Resources Department no later than **January 15 of the leave year.**
  - Extension of the January 15<sup>th</sup> notification deadline will be granted only in extraordinary circumstances and may be considered only upon submission of a written request which must be received by the Human Resources Department 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 or as a teacher in a foreign country. The written request must include a copy of the exchange/overseas teaching application.

f. 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](#).

g. General Medical Leave for Planned/Unplanned Surgery, Accident, Major Illness, or Childbirth and Recovery

General leave for planned/unplanned surgery, accident, major illness, or childbirth and recovery, will be granted in cases where the employee is not eligible under the family and medical leave act. An employee must use accrued compensatory absence credit during the general medical leave. Days not yet earned at the rate described in Section B.2, may not be used during the leave. A further extension to the leave may be granted, but may extend through the remainder of the school year in order to maximize continuity of educational programs for students. The employee must use accrued compensatory absence credit during this extension period so long as there is medical verification of the need for continued leave.

- 1) Accrued compensatory absences shall be used immediately prior to or following surgery or childbirth if a physician declares that the employee is disabled and unable to work. \*
- 2) The employee will complete necessary paperwork by contacting Human Resources/Employee Relations.
- 3) The leave may begin at an earlier date if the individual becomes physically incapable of performing assigned duties. \*
- 4) In case of a delay in the scheduled date for childbirth or planned surgery, the leave may begin at a later date if the employee's physician substantiates the ability to continue to work and the District is able to adjust arrangements for the long-term substitute. \*
- 5) In order for the employee to receive pay during winter or spring recess, or any approved contract holiday, it is necessary for the employee to be in attendance or use an authorized compensatory absence credit for one (1) day preceding and following the recess period.

\*Applies to planned surgery or childbirth and recovery.

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 or the students. In such cases, the District will bear the cost of the physical examination. The response from the physician will be in writing.

h. 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 staff development education through workshops and other means. Sabbatical leave may also contribute to this principle.

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

Sabbaticals may be granted for:

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

i. Military Absence/Leave

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

j. Leave for State or National Office

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

k. Personal Leave

Short term leave for less than one year, which does not qualify under any of the above leaves, may be granted in extraordinary circumstances. Requests must be approved by the principal/supervisor and the Executive Director of Human Resources and will only be granted if the leave would not disrupt the continuity of the instructional program.

4. Early Retirement Incentive Program (ERIP)

The ERIP program was discontinued effective June 30, 2005. A committee including representatives from all three employee groups may be convened to develop an alternative, fiscally responsible proposal to the Early Retirement Incentive Program. Given the district has limited funds, it is understood that board approval of any such proposal is contingent upon the availability of adequate funding.

**ARTICLE III**  
**TERMS OF EMPLOYMENT**

A. Teacher Contract Days

1. The number of working days for all employees will be 186 days, defined as follows:

- 180 Student attendance days
- 4 Working days prior to the first student attendance days for returning and new employees
- 1 A Staff Development day in the fall with date adopted by the Governing Board
- 1 One contract day at the beginning or at the end of the school year as determined by the adopted school calendar

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

For the purpose of determining a daily rate of pay for additional duties (i.e., performance contracts), the total working days (186) will be used.

For the purpose of determining a daily rate of pay for all other reasons (i.e., leaves of absence and/or termination), the total contract days, inclusive from the start date to the end date, (208) will be used.

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

<u>New Employee</u>	<u>Days</u>	<u>Returning Employee</u>	<u>Days</u>	<u>Purpose</u>
	4.0		0	New Educator Orientation
	2.0		2.0	Building/District orientation two (2) one-half, one (1) full day
	2.0		2.0	Classroom preparation and instructional planning: One (1) full day and two (2) half-days free of any meetings scheduled by the District or building administration
Total	8.0		4.0	

Principals and staff will collaborate in establishing the building access schedule prior to the first student attendance day. Classroom keys will be issued to employees upon hiring and inventoried annually thereafter.

4. Professional Educator Program (PEP)

- a. All teachers new to teaching (or with less than three (3) years prior teaching experience) will satisfactorily complete one required new teacher core course each year for their first three (3) years in the Kyrene School District. Course selection will be determined collaboratively between teacher and evaluator in the professional growth plan.
- b. All teachers new to Kyrene who have three (3) years or more prior teaching experience will be required to participate in core program only if a need for improvement is identified in the teacher evaluation process.
- c. As of the 2004-2005 school year, all teachers with fewer than three (3) years teaching experience prior to Kyrene will be required to satisfactorily complete one (1) core course for each year until the end of their first three (3) years in Kyrene School District.
- d. All teachers new to Kyrene will be assigned to work with a mentor for the first year of employment.

5. Early Release/Restructured Week

See Appendix D: Teacher Workday – [Board Regulation GCL-R](#), Professional Staff Schedules and Calendars. (District-wide early release, not to exceed two (2) hours, will occur on every Wednesday. One (1) Wednesday will be designated each month for school site professional development. Each quarter one (1) Wednesday will be designated for District-wide professional development. All other Wednesdays will be designated for individual and/or team planning. Staff meetings will not be scheduled during individual/team planning unless requested by the majority of staff. School breaks, holidays, scheduled parent/teacher conferences, etc., may impact this allocation, therefore the District Leadership Council, which includes the Kyrene Education Association (KEA) president(s), will determine the yearly schedule. It is expected that staff will be present at school or District sites to complete these tasks and will notify their principal/supervisor when they need to be absent during early release time. Certificated staff members whose work schedule includes early release time must submit an absence report to HR when they are not present on campus during this time.)

B. Teacher Workday

See Appendix D: Teacher Workday - Board Regulation GCL-R, Professional Staff Schedules and Calendars. Recommended language changes to Regulation GCL-R will be discussed and reviewed by the District Leadership Council including the KEA President(s).

C. Part-Time Employment

Part time employees must work thirty (30) hours or more per week in regular contracted employment for the District in order to be eligible for medical benefits and insurance as outlined under insurance in this section.

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

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

D. Employment – Application of Salary Adjustments

In this section, T+3\* refers to employees employed for more than the major portion of three (3) consecutive years. T-3\*\* refers to employees employed for less than three (3) consecutive years.

1. Employees who have attained T+3 status and who take part-day assignments will retain T+3 status if they are employed under contract on a part-time basis for at least forty percent (40%) time. “Forty percent” means employed for at least forty percent (40%) of the class load assigned to full-time employees of the same grade level as determined by the Board.
2. T-3 employees who accept part-day/full-year assignments will not advance to T+3 status.
3. T-3 employees who accept full-day/part-year assignments, and who work fifty-one percent (51%) or more of the student attendance days will advance to T+3 status. If employees are in their fourth consecutive year in this type of situation, they will have achieved T+3 status.
4. T-3 employees who accept full-day/part-year assignments, and who work less than fifty-one percent (51%) of the student attendance days, will not advance to T+3 status.

\* ARS 15-538.01. Certificated teacher who has been employed by the school district for more than the major portion of three consecutive school years.

\*\*ARS 15-536. Certificated teacher who has not been employed more than three consecutive school years.

E. Salary Adjustment for Returning Part-Time Employees

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

F. Contract Renewal for Part-Time Employees

Contract renewal of part-time employees will depend on their status as a T+3 or T-3 teacher. Contracts will be automatically renewed only at the same FTE level as the current year and only for T+3 employees. T-3 teachers who are less than 1.0 FTE and any teacher less than .5 FTE will be notified of non-renewal by Human Resources.

G. Terms of Employment – Teacher Days

New part-time employees are required to attend 8 days of District and site orientation and training activities as may be required by the District. Returning part-time employees are required to attend four (4) days of District and site activities prior to the first student attendance day. In addition, all part-time employees are required to attend a staff development working day in the fall. Compensation for before-year and during-year activities will be at the prorated contract daily rate and will be paid by performance contract.

H. Insurance

Participation in the core medical plans plus non-core benefits is an option to employees working 30 hours or more per week in regular non-temporary positions with the District.

If an employee chooses this benefit/option, a medical insurance allowance that has been set for benefits eligible employees, will be available to offset the cost for those employees who select a core medical plan. See Schedule of Allowance in Appendix E.

Should the benefit dollars not meet the level of coverage of 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 elected benefits from their paycheck, the employee will be notified by the District and the employee will be given payment instructions.

## I. Professional Growth

### 1. Standards for Educational Salary Credit

- a. Teachers can earn educational salary credit for continuing professional growth. The courses and experiences in alignment with the employee's Professional Growth Plan (PGP) must meet one or more of the following criteria for developing teacher skill and expertise:
  - Knowledge and skills necessary to increase the employee's instructional capacity of teacher quality standards as specified in TEGS (Teacher Evaluation and Growth System);
  - Knowledge and skills necessary to improve student achievement of the Kyrene and Arizona academic standards;
  - Knowledge and skills necessary for the district to accomplish its mission and goals;
  - Knowledge and skills necessary for the school to accomplish its School Improvement Plan (SIP);
  - Subject matter disciplines to allow the employee to deliver higher quality instruction when teaching such subjects;
  - The liberal arts (i.e., psychology, anthropology, sociology, and the humanities) which will result in increased understanding of children as members of society and the human race;
  - Knowledge and skills to increase depth of understanding in the areas of content, curriculum, and instructional expertise;
  - Knowledge and skills to increase depth of understanding in non-teaching functions such as curriculum development, professional development, guidance counseling, parent outreach, and educational/instructional leadership;
  - The application and integration of computers and other technologies into the curriculum, as tools to increase student achievement.

### b. Types of Credit Allowed

Professional growth courses and experiences will be evaluated and approved (see Professional Growth Timetable) based on course outcomes as opposed to delivery methods. Direct classroom instruction, online, or self-paced courses are examples of the instructional delivery methods acceptable for approval.

#### 1) University credit

##### a) Graduate courses

Graduate coursework for professional growth is the expected standard in the District.

##### b) Undergraduate courses

Approved undergraduate courses are limited to no more than six hours of undergraduate credit for salary credit per column movement and are only credited when no graduate courses are available. The undergraduate coursework must meet the needs of the District and be taken after the date of hire.

Undergraduate courses may be considered, but not necessarily approved, by the Professional Growth Committee based upon one of the following criteria:

- Prerequisite to graduate study for obtaining additional certification/endorsement
- Change in assignment in grade level or content area
- Requirement to obtain highly qualified status in an area of need identified by the District
- Change in instructional practice (pedagogy) as initiated by the District

#### 2) National Board Teacher Certification

#### 3) District and Out of District Staff Development Classes and Workshop Credit

- a) Credit earned will be controlled by standards comparable to those for credits earned for formal college/university study. Workshop credit must be pre-approved by the evaluator and Executive Director of Human Resources/designee and include an assessment of the newly acquired skills and competencies applied and demonstrated by the participants.

b) Employees who help develop District or site initiated projects or curriculum may receive educational salary credit. Hours will not be granted for work reimbursed by salary or performance contract. Project credit must be pre-approved by the evaluator and Executive Director of Human Resources/designee and must include an assessment of how the site initiated project or curriculum will directly contribute to better school performance and increased student achievement.

c. Credit Not Allowed

- 1) Credit will not be allowed for courses which are repetitious in content.
- 2) Employees may not receive allowance for educational salary credit if the District is compensating or reimbursing the employee in any way except as specified on the salary schedule.
- 3) Employees may not receive allowance for educational salary credit for courses not approved at the time of hire.

d. Credit Conversion

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

2. Employee Responsibilities and Professional Growth Timetable

Employees are eligible for educational salary credit at the beginning of their contract or at the beginning of the second semester or both. Contract adjustments made at the beginning of second semester will be for ½ year only.

It is the employee's responsibility to:

- Submit Step 1 Notice of Intent for educational salary credit by yearly deadline of February 15 for the next contract year,
- Submit Step 2 Pre-approval for every educational salary credit, course, workshop, and project,
- Submit Step 3 Additional Pay for Approved Credit including transcripts, grade slips, or other acceptable documentation for final approval by yearly deadlines of October 15 and February 15.

The following timetable will be followed:

a. Course Pre-Approval

Completed Notice of Intent forms, may be submitted to the Human Resource Department at any time. The Professional Growth Committee will review all requests to assess whether the coursework meets District standards. All coursework to be credited for placement on the salary schedule, including the most recent credits acquired, is subject to review by the Professional Growth Committee each time an employee moves on the salary schedule. The review will be based on the Meet and Confer Professional Growth Language in place at the time of the credited coursework.

This Professional Growth Committee will be appointed by the Superintendent each year. Once appointed, members shall continue as a committee until July 1 of that same year.

1) Membership

- Four administrators appointed by the Superintendent (at least one middle, elementary, and district office administrator)
- Four certified employees appointed by the executive committee of the Kyrene Education Association (one special area, one intermediate, one primary, and one middle school).

2) Function of the Committee

The Professional Growth Committee should be assembled by July 1 of each school year. The function of the committee will be to assess the quality of coursework for placement on the salary schedule against standards for educational salary credit. The committee is responsible for determining specific evaluation criteria and respective timelines, as needed. Decisions will be made by majority vote and are not subject to appeal.

b. Intent for educational salary credit for the next contract year either beginning of the year, or mid-year

Notice of intent to acquire additional salary credit must be on file in Human Resources **on or before February 15** if the employee intends to acquire salary credit at the beginning and/or mid-year of the next contract year. This includes National Board Teacher Certification. Notices of intent filed after the February 15 deadline will be put on a waiting list and may be accepted if all of the following conditions are met:

- All other paper work must be filed within the timelines established
- There must be sufficient funds in the professional growth budget after all requests have been filled, as determined after February 15
- Late notices will be approved on a first filed, first served basis.

c. Submission of transcripts, grade slips, or other acceptable documentation for approval

1) Beginning of Year Adjustment

The application form for final approval for educational salary credit and all necessary transcripts, grade slips, or other acceptable documentation must be received in Human Resources **on or before October 15** to be eligible for beginning of the year adjustment.

2) Mid-Year Adjustment

The application form for final approval for educational salary credit and all necessary transcripts, grade slips, or other acceptable documentation must be received in Human Resources **on or before February 15** to be eligible for mid-year adjustment. Mid-year adjustment will be for ½ annual amount for that year.

3) National Board Teacher Certification will be considered on a different timeline because of its different due dates. Contact Human Resources for this alternative timeline.

d. Final Approval and Payroll

Final evaluation for educational salary credit will only occur when all documentation has been submitted with a properly completed application form by the identified deadline(s).

All transcripts and/or grade slips must show verification of approved credit beyond the Bachelor's or Master's degree and must meet all necessary criteria for approval as outlined within the Professional Growth section of this document. MA Plus salary placement is accessible to all teachers who attain a Master's degree and additional hours in increments as specified in the salary schedule. Those additional hours may be attained before, after, or concurrent with a Master's degree (for example, an approved course not part of a teacher's Master's program and taken concurrently shall be counted as additional hours).

An amended contract will be written to reflect the educational salary credit retroactive to either the first semester (first pay period of contract) or the second semester (thirteenth pay period of contract.)

National Board Teacher Certification, Certificate of Clinical Competency or PNCB Certification addendums will reflect the entire \$1,200 amount when proper documentation is provided.

3. Professional Growth Appeals Process

- a. If an employee does not agree with the Step 3 Decision, he/she may request a review and decision by the Executive Director of Human Resources/designee and the President of the KEA or designee.
- b. If the employee disagrees with the Step 3 decision by the Executive Director of Human Resources and the President of the KEA, or the Executive Director and President cannot agree on the recommendation, he/she may appeal to the Professional Growth Committee. A majority of committee members must vote favorably for the appeal to be granted. The Professional Growth Committee's decision is final.
- c. This committee, appointed by the Superintendent each year by July 1, is responsible for pre-approval of coursework (see course pre-approval section) and appeals, as needed.

Function of the Committee:

The Professional Growth Committee will be assembled within twenty (20) days of a written request by an employee to conduct a hearing under the provisions of the course appeal process.

The function of the Professional Growth Committee will be to hear appeals on employee requests regarding Step 3 Additional Pay for Approved Credit, which have been denied by the Executive Director of Human Resources and the KEA representative under the terms of the Professional Growth Section of this Agreement.

4. Professional Growth Budgetary Allocation

Funds may be provided for the purpose of professional growth for employees. An amount will be allocated for each school/unit on the basis of staff population within the school/unit. This amount will be administered by the principal/supervisor. Use of these funds may be initiated by individual employees or the principal/supervisor, and must meet at least one of the following criteria:

- The proposed activity is consistent with the Professional Growth Plan (PGP) job target established by an employee for professional growth.

- The proposed activity can be used to impact the effectiveness of the staff as a whole but must include a performance assessment that demonstrates they have acquired and can apply classroom relevant knowledge and skills.
- The proposed activity relates to the employee’s professional growth or professional improvement in area(s) identified by the principal/supervisor.

Employees who use District funds to pay tuition costs for a course may not receive educational salary credit. District funds may be available to employees, upon the initiation of the administration, to encourage their professional participation at educational conferences which will support improvements in the capacity of teachers to deliver instruction.

J. Outside Employment/Volunteer Work

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

K. Release From Contract

1. A probationary or continuing employee will not resign after signing and returning the contract, unless the resignation is first approved by the Board.
2. An employee who desires to request a release from a teaching contract must file a written formal request to the Board.
3. If the release request is prior to the start of the contract, the request must be filed at least thirty (30) days prior to the effective date.
4. If the Board denies the release request and the employee does not comply, the Board will file a complaint with the State Board of Education against the certificate of the employee.

L. Re-employment

1. An employee who has been previously employed by the District will receive full Kyrene salary credit if that employee is re-employed within four (4) years. The employee shall be compensated at the base amount of his/her last documented contract, including any market adjustments to the base during the employee’s absence, plus appropriate education credit or the employee may choose to come in on the Certified Starting Salary Range (CSSR) on the same basis as any new employee, if that would result in a higher salary.
2. If an employee resigns at the end of the contract year and is re-employed for the start of the following contract year, accrued absences prior to the resignation will be reinstated.
3. If an employee chooses to resign, retire or have any break in service and subsequently returns to service, the employee will have a new hire date and will be reinstated at a T-3 status.
4. Persons dismissed because of a reduction in force, and who return at a later date, when called by the District, will return with all allowable benefits accrued at the time of dismissal.

M. Staff Relations

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

N. Grievance

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

ARTICLE I – DEFINITIONS

Section 1: A “grievance” will 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 Association asserting a grievance.

Section 3: The “respondent” is the principal 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 will 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 Board level, the choice must be approved by the Review Panel or the Board, whichever is appropriate. In no case will the representative be legal counsel.

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

#### 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 goal of serving the educational welfare of children, the grievance procedure provides for the prompt and equitable adjustment of differences. 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 will 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 procedure 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 school term, the parties may agree to a reduction in the specified time limits in order that the resolution be completed prior to the last calendar day of the school term.

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

#### ARTICLE IV – GENERAL PROVISIONS

Section 1: All communications by grievant and respondent will 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 will permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be deemed to be acceptance of the decision rendered at that step and there will be no further right of appeal via the grievance procedure.

Section 2: All documents, communications, and records dealing with the processing of a grievance will 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 will be kept in the District Human Resources Department.

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

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

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

A. 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 will be directed to the principal or other appropriate respondent. Information on the grievance form will state the grievance in specific terms and indicate how the grievance will be substantiated.
2. The grievant or the respondent may request a conference prior to the rendering of the decision.
3. The respondent, within five (5) days after receipt of the written grievance, will render a written decision to the grievant, and will send a copy to the grievance file.

B. Level Two – Executive Director/Superintendent

1. If the grievant is not satisfied with the decision concerning a grievance at Level One, the grievant may, within five (5) days after the decision is rendered, refer such grievance in writing on a Level Two Grievance Form to the Executive Director/Superintendent.
2. The Executive Director/Superintendent will, within five (5) days from the receipt of the written grievance, schedule a meeting with the grievant for the purpose of resolving the grievance.
3. The Executive Director/Superintendent will, within five (5) days after this meeting with the grievant, render a decision in writing to the grievant with a copy to the grievance file.

C. Level Three – Review Panel

1. If the grievant 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 Executive Director/Superintendent that a grievance be submitted to the Review Panel or directly to the Board.
2. The Executive Director/Superintendent and the grievant will 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 will be complete within ten (10) days of the request for the hearing.
3. The hearing will take place within ten (10) days after the formation of the Review Panel.
4. If the grievant requests in writing, the District will 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 will be present at the Review Panel hearing.
7. The Review Panel will meet in closed session, unless the grievant requests otherwise, immediately following the hearing to evaluate the evidence and arrive at a decision.
8. The Review Panel will, within five (5) days, prepare a written report and send it to the District for inclusion in the grievance file. Copies will be forwarded by the District to the grievant.

D. Guidelines for Review Panel Hearing

1. All deliberations of the Review Panel will be held only when all members are present.
2. The time and place of the hearing will be designated by the Review Panel.
3. A tape recording will 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 will destroy the tape recording.

4. The Review Panel will be charged with the security of the tape recordings and of all written material submitted to the panel while the hearing is taking place. At the close of the hearing and deliberations, written evidence and the panel's report will be placed in the grievance file in the District.
5. All persons presenting material will be subject to questioning by the members of the Review Panel. Any new written material presented to the panel at the hearing will be made available to all parties present.
6. Members of either party to the grievance may question the material being presented to the panel, provided the question is directed to the panel. The panel will decide on the question's relevance will then direct the question to the person presenting the material.
7. The discussions and deliberations of the Review Panel in closed sessions will be confidential.

E. Level Four – Review by the Board

1. If either party is dissatisfied with the decision of the Superintendent/Executive Director, or the Review Panel, whichever is applicable, that party may appeal to the Board. The Board will review the decision of the Superintendent/Executive Director, or the Review Panel, whichever is applicable, using the grievance file and whatever data it considers appropriate. The decision of the Board will be rendered within fifteen (15) days of receipt of the request from the appealing part.
2. Either party has the option to take the grievance decision to the court system if dissatisfied with the decision of the Board.

LEVEL ONE  
Formal Claim

Kyrene School District No. 28

**GRIEVANCE**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

School/Dept \_\_\_\_\_ Prin/Supt \_\_\_\_\_

DATE OF INFORMAL CONFERENCE AND PARTIES ATTENDING \_\_\_\_\_

Indicate which section of the agreement is being questioned \_\_\_\_\_

STATEMENT OF GRIEVANCE

REMEDY SOUGHT

I am/am not being represented by someone other than myself. Designation of representative, if any:

\_\_\_\_\_  
Signature of Supervisor/Principal

\_\_\_\_\_  
Signature of Grievant

Date of Receipt \_\_\_\_\_

*Grievant mark one of the following:*

- ( ) A copy of my grievance file will be forwarded to the KEA.
- ( ) A copy of my grievance file will be forwarded to the KEA without my identity.
- ( ) No part of my file will be forwarded to the KEA.

DECISION OF PRINCIPAL OR SUPERVISOR AND SUPPORTING REASONS (within three (3) school days of above date)

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Copy to: Principal/Supervisor  
KEA

**REFERRAL TO  
EXECUTIVE DIRECTOR/SUPERINTENDENT**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

REASON WHY DECISION AT PREVIOUS LEVEL IS CHALLENGED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor/Principal

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date of Receipt

\_\_\_\_\_  
Signature of Appropriate Administrator

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date appeal received  
Administrator

\_\_\_\_\_  
Date hearing held by  
by Administrator

*Grievant mark one of the following:*

- A copy of my grievance file will be forwarded to the KEA.
- A copy of my grievance file will be forwarded to the KEA without my identity.
- No part of my file will be forwarded to the KEA.

**DECISION OF EXECUTIVE DIRECTOR/SUPERINTENDENT AND SUPPORT REASONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator

Copy to: Principal/Supervisor  
KEA

O. Staff Protection

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 the principal or supervisor immediately, and steps are to be taken at once to protect the employee's safety.
2. The Board will protect employees through a comprehensive liability insurance program. A copy of such policy is available for inspection in the business office.
3. The Board will hold harmless and defend any District employee from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing assigned duties as an employee of the District under the provisions of the District's liability policy, whether or not that person is employed by the District at the time the claim is made, provided that the District will not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.

P. Confidentiality of Personal Information

1. Personal information concerning employees—residence, phone numbers, and address—will not be given out without the employee's consent. If a parent or other person requests such information, the offer will be made to take the caller's phone number. The employee will be notified of the call.
2. At the time an employee signs an employment contract, a form will be made available to sign which releases the employee's name, address, and phone number to the KEA President for use in conducting Association business, e.g., committee assignments.
3. A District directory will be available to staff and Board members only and may not be distributed to non-district persons.
4. Employee/student phone numbers and addresses will not be used for personal or financial gain.

Q. Certificated Personnel Files

1. Personnel files are established, initiated, and controlled by the District for the purpose of maintaining a record of the qualifications and performance of employees.
2. Material originating within the District and which concerns an employee's conduct, service, or personality will not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee will acknowledge reading such material by affixing a signature on the actual copy to be filed and will be issued a copy. Such signature does not necessarily indicate agreement with the content of such material. In those instances when an employee refuses to sign such material, the administrator will call the employee and have the material read before a witness who will then sign a statement indicating that the material was read to the employee. A refusal to be on hand for the reading of such a statement before a witness will be regarded as insubordination.
3. The employee will have the right to respond to those items specifically addressed within the materials placed in the file. The response will be submitted to the individual's immediate administrative supervisor, read by the Executive Director and attached to the file copy. The response may be accepted only if the contents are directly relevant to the contents of the material in question.
4. All references obtained on the basis of confidentiality for the purpose of initial employment or promotion, originating either outside the District or within the District, will not be subject to this agreement and, therefore, will not be available for inspection by the employee. Those items covered would be placement files or letters of recommendation for initial employment or promotional employment within the District.
5. All materials must be dated at the time they are placed in the files and may not be removed except through grievance. The signature of the employee and immediate supervisor will be affixed to each document.
6. All materials placed in the District employee personnel files and originating within the District will be available for inspection by the employee and administration. Requests for inspection will be given in writing to the Human Resources Department twenty-four (24) hours in advance of the date desired. 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.

R. Communication of Information

The following types of information will be provided to each school for placement in the employee's lounge.

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

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

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

S. Political Activities

The Board recognizes that employees have the same fundamental civic responsibilities and privileges as other citizens. Federal and state law, case law, and Attorney General opinions will govern the political activities of employees. Information regarding these matters can be obtained from the District Business Services or the KEA.

T. Thursdays as KEA Days

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

U. KEA President Release Time

The Governing Board recognizes that the responsibilities associated with the presidency of the KEA require a considerable amount of the president's time. The District shall provide office space with computer and phone. The amount of release time shall be determined annually in collaboration with the Superintendent depending on KEA funds available; however, it is intended that any release time would be for the purpose of assisting in:

- Maintaining an open respectful relationship between the district and its teachers.
- Easing the time commitment of the teacher in balancing the roles of classroom teacher and KEA president.
- Providing time for the KEA president to meet with various stakeholder groups during the school day to facilitate communication.
- Providing time for the KEA president to meet during the day with teachers and administrators while acting as a teacher advocate.

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

V. Representation in Decision-Making

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

W. Assumption of Administrative Duties by Employees

1. At the beginning of the school year, the administrator in charge of each school will inform staff persons that there may be opportunities for employees to assume administrative responsibilities in the absence of the administrator. In each case, the principal will arrange for another administrator in the District to be on call and will inform the designated employee of that administrator.

2. Responsibilities of an employee assuming temporary administrative duties:
  - a. Extend the workday until close of office hours.
  - b. Prepare and submit a report as outlined by the principal.
  - c. Upon request of a fellow employee, secretary, or nurse, assist in student matters or meet with parents who have concerns.
  - d. Resolve problems with students.
  - e. Respond to emergency situations such as fire drills or unauthorized personnel on campus.
  - f. Report any emergencies to the administrator on call for consultation or on-site assistance.
  - g. Upon the return of the principal, meet to report any unusual circumstances.
3. If the administrator in charge is to be absent a full day and requests that an employee accept administrative duties, a substitute will be provided to assume that employee's classroom responsibilities.

X. Alternatives To Attendance at District/School-Sponsored Staff Development Days

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

1. Attendance at alternative staff development or professional growth activities will be on the same day and at the same time as the District/school staff development activity that is planned at their school.
2. The alternative, with principal approval, constitutes a growth experience and falls within at least one of the following guidelines:
  - a. District staff development priorities
  - b. School staff development goals
  - c. School goals
  - d. The experience directly relates to improving student learning

Y. Parent/Teacher Communication

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

1. Curriculum Presentation  
An evening curriculum-based presentation will be held at all school sites during the first month of school with required attendance of certified staff.
2. Conference Opportunities  
Principals and teachers will collaborate annually to develop a communication plan which continues to meet the needs of the community served and which supports parent-teacher partnerships.
  - a. For K-5 schools, this plan will include two evening conference opportunities during the first semester and two evening conference opportunities during second semester.
  - b. For grades 6-8, there will be two evening opportunities for conferences; one in the winter and one in the spring.
  - c. For all grades, additional parent-teacher conferences will be mutually arranged upon request.

# APPENDIX A

## Teacher Sick Leave Bank

### Kyrene School District Teacher Sick Leave Bank

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

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

The following guidelines will be followed in administering this program:

1. Only those teachers contributing to the SLB will be eligible to receive days from it.
2. Days contributed to the SLB cannot be subsequently refunded unless the SLB is dissolved. If the SLB is dissolved, days remaining in the bank will be returned to current participants on a basis prorated by their respective contributions and the number of days remaining at that time.
3. The teacher or nurse who has contributed to the SLB may request up to eight (8) days from the bank when the individual's entire accumulated leave (ACA and deductible absences) have been exhausted.
4. No teacher or nurse shall be eligible for the SLB after qualifying for long-term disability coverage.
5. A teacher or nurse may receive days from the SLB for extreme and catastrophic circumstances to self or immediate family (immediate family is defined in Meet and Confer). Sick Leave Bank days will not be granted for maternity, except when complications arise from pregnancy.
6. An employee wishing to receive days from the SLB shall submit to the Sick Leave Bank chairperson a written request on the appropriate form available at [www.kyrene.org/kea/slb.htm](http://www.kyrene.org/kea/slb.htm). The teacher, another family member, colleague, and/or administrator could make the request. A medical doctor or dentist's statement must be submitted along with the request to receive days from the SLB. The committee has the right to request a second medical doctor or dentist's opinion from a doctor of their choice.
7. An individual may be granted one request per school year and may appeal to the SLB committee for one (1) additional request of up to eight days during the same school year. Additional days may be granted to an employee during extreme and catastrophic circumstances. The SLB committee will determine the number of days granted in conjunction with information from the employee and the Kyrene School District Benefits department.
8. The SLB committee shall be comprised of up to eight teachers or nurses appointed by the KEA President. The committee will meet the first and third Thursday of every month, as needed. Decisions will be made by majority vote and will be conveyed to Human Resources, Benefits Department and the employee in a timely manner.
9. **All decisions of the SLB committee are final.**

# APPENDIX B

## Teacher Workday

### Board Regulation GCL-R

#### PROFESSIONAL STAFF SCHEDULES AND CALENDARS

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

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

District-wide early release, not to exceed two (2) hours, will occur on every Wednesday. One (1) Wednesday will be designated each month for school site professional development. Each quarter one (1) Wednesday will be designated for District-wide professional development. All other Wednesdays will be designated for individual and/or team planning. Staff meetings will not be scheduled during individual/team planning unless requested by the majority of staff. School breaks, holidays, scheduled parent/teacher conferences, etc., may impact this allocation, therefore the District Leadership Council, which includes the Kyrene Education Association (KEA) president(s), will determine the yearly schedule. It is expected that staff will be present at school or District sites to complete these tasks and will notify their principal/supervisor when they need to be absent during early release time. Certificated staff members whose work schedule includes early release time must submit an absence report to HR when they are not present on campus during this time.

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

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

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

Certificated staff is expected to attend scheduled staff meetings. It is expected that staff will notify their principal/supervisor when they cannot attend and make arrangements to obtain any/all information, which was presented, shared, discussed.

Certificated staff is expected to attend Meet Your Teacher, Curriculum Night, and Evening Parent Conferences as described in Meet and Confer. Attendance is expected at Elementary grade level evening performances. Attendance is expected at Middle School Promotion Ceremony (8<sup>th</sup>), Academic Awards Event (6<sup>th</sup>-8<sup>th</sup>), and 5<sup>th</sup>-6<sup>th</sup> grade Orientation (6<sup>th</sup>). Attendance at other school and evening events is appreciated, but voluntary.

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

The value of uninterrupted planning and preparation time within the school day is recognized. Each school site will collaborate and decide upon the purpose of designated planning periods.

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

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

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

**This document has been attached for the convenience of teachers and is not a part of the negotiated agreement. Recommended language changes to Regulation GCL-R will be discussed and reviewed by the District Leadership Council including the KEA President.**

# APPENDIX C

## Schedule of Allowance

### Schedule of Allowance

#### Medical Allowance Benefit

Employees who work 30 hours per week in regular, non-temporary positions 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.

Note: This document has been attached for the convenience of teachers and is not a part of the negotiated agreement.

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

# **APPENDIX D**

## **Total Compensation Worksheet**

**See HR Website Under Information and Forms**