

MEET AND CONFER DOCUMENT

CERTIFICATED EMPLOYEES

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 2016/2017fiscal 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, 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

Continuing employees may calculate compensation variable projections as provided in the Total Compensation Worksheet attached as Appendix D.

Employees are able to view their total compensation package on their total compensation report available through iVisions.

2. <u>Salaries for New Employees</u>

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 (4) 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 complete, official set of all college transcripts within 30 days of the start of the contract.
- Evidence of all educational credit must be presented to Human Resource Services to be claimed
 for use in the initial setting of salary. Any courses taken prior to date of hire that were not verified
 by official transcripts and approved within the first fiscal year by Human Resource Services will
 not be eligible for salary credit.
- Credit will be allowed only for graduate courses completed after a Bachelor's degree and completed within the last ten (10) years, and excluding courses required for Arizona certification.
- Courses required for Arizona certification will not be eligible unless completed as part of the Post Bac Master's program, and only after Post Bac Masters degree is obtained.
- Credits will be compensated at a value approved by the Board and credited in increments of 15 for the purpose of setting initial salary. Any additional credits may be submitted through iVisions.

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.

Employees who submit 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 four (4) 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 <u>National Board Certification Certificate</u>, <u>Certificate of Clinical Competency or PNCB Certification</u> 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. In order to receive the one time only stipend of \$1,200 for the initial NBC submission, the employee must have filed a Notice of Intent by February 15 of the prior fiscal year.

d. Standards for Salary Adjustments

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

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

4. Salary Deductions

- a. Employee organization dues (KEA, AEA, NEA, and ASHA), credit union/bank payments, 403b/457b deductions, insurance premiums, United Way, Kyrene Schools Community Foundation and charitable donations may be withheld from salary earned when requested by the employee.
- b. Requests for 403b/457b participation may be made at any time during the year. Such requests should consider the total annual amount for the contribution and be divided by the number of pay periods excluding balance of contract paychecks. Two (2) weeks written notification is required by payroll to change continuous deductions.
- c. Credit union deductions may be made at the employee's request. Changes received on or before payday will be effective on the following paycheck.
- d. Deductions for employee organizations dues, 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. <u>Insurance</u>

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

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

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/130 hours per month in all positions within Kyrene School District combined. 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. <u>Life Insurance Benefit</u>

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 five (5) days. See **Board Policy GBGD**.

2. <u>Authorized Absences</u>

The Kyrene Education Association (KEA) and Kyrene Administration ask that all teaching staff use professional judgment when taking leave days. When employees are absent: 1) students' learning is impacted; 2) the cost of substitutes impacts the budget; and 3) availability of qualified substitutes often creates a situation where classes and colleagues are impacted.

a. Employees accrue approximately twelve (12) days/96 hours per year of Authorized Absences. Seven (7) of these days will designated for Sick Days and five (5) will be designated for Personal Days. Days will accrue at the rate of .057692 per each hour compensated and is 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.

b. If a substitute is required, these absences (sick and/or personal) 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.

1) Sick Days:

- a. Each school year, each 1.0 full time teacher shall accumulate approximately seven (7) sick days allowance to be used for absences caused by illness, physical disability, or medical appointment or treatment that cannot be scheduled outside of the school day of the teacher, spouse, partner, parents, spouses/partner's parents, siblings, and/or children. In addition, this benefit may be used for any relative living within the household who is claimed as a dependent. The unused portion of such allowance shall accumulate from year-to-year without limitation. Decisions relevant to the above may be appealed to the Superintendent or designee and KEA President or designee.
- b. Part-time teachers, 20 hours a week and above, shall be credited with sick leave allowance according to the percentage of full time being worked.
- c. If a principal/supervisor or Human Resources Services has reason to believe that a teacher has repeatedly violated or misused this sick day policy during the school year, he/she may request documentation related to the absences.
- d. In the event that it can be shown that a teacher willfully violated or misused this sick day policy or misrepresented any statement or condition under this policy, he/she may be subject to reprimand and/or loss of pay for the days misused.

2) Personal Days:

- a. Each school year, each 1.0 full time teacher shall accumulate approximately five (5) personal days to be used at the teachers' discretion. Any unused personal days will be credited to the teacher's accumulated sick days at the end of the contract year.
- b. Part-time teachers, 20 hours a week and above, shall be credited with personal days according to the percentage of full time being worked.
- c. In order to ensure substitute coverage, it is required that a teacher planning to use a personal day shall notify his/her principal/supervisor as far in advance as possible. This notification is NOT for prior approval, but for planning purposes only. This notification will protect the employee from the fifteen percent (15%) rule at your site and risking the loss of salary.
- d. In the case that more than fifteen percent (15%) of the certificated staff on any given day at any given building has given notification of absence to their principal or through online absence reporting program, then no more personal days for that school may be available. The fifteen percent (15%) excludes absences for district/school business, district/school trainings, or extenuating circumstances (i.e.: flu epidemic).
- e. Personal days may not be used on blackout days. Blackout days are as follows:
 - First five (5) instructional days of school
 - The first instructional day of each quarter
 - Veterans Day cannot be combined with a personal day(s) to create a four day weekend or longer.
 - The day prior to the Thanksgiving Holiday
 - Friday of the Waste Management Open
 - State mandated assessment testing dates (excluding makeup testing) These dates are scheduled during the school year so any personal days that may have been previously granted during a tentative testing window may later be rejected due to a conflict with the test dates.
 - Last two (2) instructional days of the school year

If an extraordinary circumstance occurs and an employee requests to take a personal day on a blackout day, or requires more than two (2) consecutive personal days, he/she must submit the Request for Blackout Absence or More Than Two Consecutive Personal Days form to their principal or supervisor ten (10) business days prior to the restricted day. The employee may still submit a request when a ten (10) day notice is not possible. The employee will be docked the daily rate of pay with the possibility of future reimbursement pending approval.

Points of consideration for the principal or supervisor:

- Absence history
- Prior absences on blackout days (previously known as Restricted ACA)
- Absence creates a hardship at my site during this time due to:

- 15% person day cap exceeded for this date
- f. Personal days shall NOT be used to find other gainful employment.
- g. In the case where a teacher has used his/her sick day allotment for the year and has no days remaining of accumulated sick days, he/she may choose to use personal days due to illness/injury.
- 3) Need to Verify Use of Sick Day

The supervisor may require explanation or verification of sick day 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
- 4) Misuse of Sick Day

Failure to comply with sick day 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.

c. Employee Sick Leave Bank

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

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 Services is responsible for the following tasks:

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

d. Employee Bereavement Absences

An employee who is contracted to work 20 hours a week or more shall be granted compensated bereavement time not to exceed three (3) days per annum, prorated to FTE, where such an absence is necessary due to a death in the employee's immediate family or employee's spouse's/partner's immediate family.* If there is a need for additional time for bereavement, and an employee has accrued personal and sick time, the employee may use that time for 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 contracted less than 20 hours a week shall be granted uncompensated bereavement time not to exceed three (3) days per annum, prorated to FTE.

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

e. <u>Deductible Absences</u>

1) Three (3) days/twenty-four (24) hours may be used by employees under provisions of the authorized absence benefits for sick day usage. A portion of the employee's salary will be deducted to equal to the daily rate of Step 1 of the standard substitute pay rate. This will apply whether or not a substitute is actually required for the position. Requests for this absence should be directed to the supervisor on the Absence Request Form at least five (5) days prior to the time of absence. This absence is non-cumulative. These days may also be requested for pay during an authorized leave of absence when all accrued time is exhausted.

f. 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 Human Resource Services 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 sick days/personal days, provided appropriate documentation (e.g. the subpoena) is provided.

g. 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 Human Resource Services.
- 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 Human Resource Services.

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.

h. <u>Cash-Out of Sick Days/Personal Days Benefits Upon Termination/Retirement</u>

- 1) For employees working within the District during the 2004-2005 school year (before July 1, 2005) and continuing in employment, upon termination, whether by resignation, non-renewal of contract, dismissal, retirement, or death, they will receive remuneration for each day of accrued authorized compensatory absence on the following basis:
 - Eight (8) years of continuous service 45% of the daily rate based upon the current base for teachers or nurses.
 - Thirteen (13) years of continuous service 50% of the daily rate based upon the current base level for teachers or nurses.
- 2) For employees hired for the 2005-2006 school year (on or after July 1, 2005) and thereafter, they will receive remuneration for each day of accrued authorized compensatory absence upon retirement with ASRS on the following basis:
 - Eight (8) years of continuous service 45% of the daily rate based upon the current base for teachers or nurses.
 - Thirteen (13) years of continuous service 50% of the daily rate based upon the current base for teachers or nurses.
- 3) The maximum accrued (sick days/personal days) for remuneration will be:
 - employees hired for the first time in the District, July 1, 1982 and after, maximum of 100 days;
 - employees hired from July 1, 1979 through June 30, 1982, maximum of 125 days;
 - employees hired from July 1, 1977 through June 30, 1979, maximum of 150 days;

Employees who 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.

3. <u>Leaves</u>

a. Employees must notify Human Resources Services/Employee Relations to discuss eligibility for an approved leave in the event of any absence: (1) that exceeds five (5) consecutive work days; and/or (2) when an employee exhausts all days of sick days/personal days. Employees may request the following leaves of absence, if eligible:

Governing Board Approved Leave

- 1) Annual Non-Compensable Leave
- 2) General Medical Leave
- 3) Sabbatical Leave
- 4) Military Leave
- 5) State or National Office
- 6) Personal Leave
- 7) Victim Leave

Family & Medical Leave Act (FMLA)

- 1) For incapacity due to pregnancy, prenatal medical care or child birth
- 2) To care for the employee's child after birth, or placement for adoption or foster care
- 3) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition
- 4) For a serious health condition that makes the employee unable to perform the employee's job
- 5) Military Family Leave
- b. Leave for eligible employees that qualifies under FMLA, will be designated as FMLA.
- c. Sick days/personal days 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 sick days/personal days are used during a leave of absence, sick days/personal days shall continue to be accrued at the regular rate.
- d. The employee should contact Human Resource Services/Employee Relations for an appointment for specific information regarding conditions of their leave <u>prior</u> to requesting the leave to ensure eligibility for continuity of compensation, medical benefits and legal rights.
 - All rights of employment such as Continuing/Probationary status and accrued sick days/personal days will be preserved and available to the employee. Contact Human Resource Services/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 Standards 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 fifty-one percent (51%) or more of the student attendance days, as defined under Arizona Statute (§15-501).
 - 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

Full time teachers in their fourth continuous contract year or later, may request an annual non-compensable leave that may be granted by the Governing Board for a period of time not to exceed one (1) contracted school year. Such leave requests will be considered contingent upon the best interests of the District. Annual non-compensable leaves may be requested for:

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

The following conditions apply:

- 1) Written requests to the Board for annual non-compensable leave, with required documentation attached, must be received by the Human Resource Services no later than <u>February 15 of the</u> 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 Resource Services no later than the date certified contracts are issued.
- 2) Written notification to the Board of the intent to return or not to return to active status as a contracted employee the following school year after the leave must be received by the Human Resource Services no later than **January 15 of the leave year**.
 - Extension of the January 15 notification deadline will be granted only in extraordinary
 circumstances and may be considered only upon submission of a written request which must
 be received by the Human Resource Services 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.
- 4) The employee will not be eligible to work in any capacity for the district during the school year in which the annual non-compensable leave is granted by the Governing Board. The teacher will be on inactive status and ineligible to receive wages, compensation or benefits of any kind during the annual leave period.

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 <u>Board Policy GCCC</u>. An eligible employee under FMLA is one who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the FMLA is to commence. Employees must provide thirty (30) days advance notice when the need for leave is foreseeable; when thirty (30) days is not possible, the employee must provide notice as soon as practicable.

g. General Medical Leave

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

- 1) Sick days/personal days not yet earned may not be used during the leave.
- 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.

- 3) 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.
- 4) At the District's discretion, a further extension to the leave may be granted through the remainder of the school year in order to maximize continuity of educational programs for students. The employee may use sick days/personal days during this extension period.
- 5) In order for the employee to receive pay during winter or spring break, or any approved contract holiday, it is necessary for the employee to be in attendance or use sick days/personal days for one (1) day preceding and following the break period.

The District may require a medical examination by a physician of its choice to 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 Board 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 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.)

j. <u>Leave for State or National Office</u>

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

k. Personal Leave

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

1. 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.

ARTICLE III

TERMS OF EMPLOYMENT

A. Teacher Contract Days

- 1. The number of working days for all employees will be 190 days, defined as follows:
 - 180 Student attendance days
 - 5 Working days prior to the first student attendance days for returning and new employees
 - 1 A Staff Development day in the fall with date adopted by the Governing Board
 - 1 One contract day at the beginning or at the end of the school year as determined by the adopted school calendar
 - Three contract days during the school year as determined by the adopted school calendar for the purpose of teacher instructional planning with no mandatory meetings
- 2. In addition to the above, all teachers new to Kyrene will be required to attend four (4) days of New Educator Orientation prior to the starting date for returning teachers.

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

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

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

New Employee Days	Returning Employee Days	Purpose
4.0		Orientation for New Educators
2.0	2.0	Site Staff Meetings/District Orientation **
3.0 (or 2.5 – See below *)	3.0 (or 2.5 – See below *)	Classroom Preparation and Instructional Planning / with a minimum of one (1) full day of planning prior to Meet the Teacher. Other full or half days will be determined collaboratively at each site. **
*0.5	*0.5	*All-District Staff Meeting (Option of the Superintendent)
Total Days = 9.0	Total Days = 5.0	
**Dringingle and staff will called	porete to establish the sabadula for	the first week heek prior to the end of the

^{**}Principals and staff will collaborate to establish the schedule for the first week back prior to the end of the previous school year.

4. The Kyrene Teacher Induction Program

The Kyrene Teacher Induction Program (K-TIP) is a comprehensive three-year program that will be meaningfully directed by the Curriculum and Learning Services Department in collaboration with school site administration and teachers.

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

a. The K-TIP program will incorporate the strategy that new teachers enhance their teaching practice by participating in a comprehensive induction program that includes curriculum mentoring, consistent cohort networking support, and professional development that is choice-based and responsive to the ongoing teaching and learning of a 21st century highly-effective teacher.

- .b. All teachers new to the Kyrene School District and identified as a Probationary teacher will satisfactorily complete one required new teacher core course that supports teacher growth and development each year for the first three years in Kyrene
- c. All teachers new to the Kyrene School District and identified as a Probationary teacher will follow a comprehensive schedule of teacher induction as given below or submit a portfolio that documents previous experience for any of the core classes outlined below:

<u>Year One</u>: Regular new teacher mentoring meetings provided by the Curriculum and Learning Services or Student Learning and Support Services Departments will target curriculum support and planning. An additional professional development core class is required in the selected curricular area of instructional strategies (Arts and Science) to impact student learning and achievement.

<u>Year Two</u>: New teacher mentoring as needed provided by the Curriculum and Learning Services or Student Learning and Support Services Departments will target curriculum support and Year Two-Online Learning Modules. An additional professional development core class is required in the selected curricular area of general assessment literacy to impact student learning and achievement.

<u>Year Three</u>: New teacher mentoring as needed provided by the Curriculum and Learning Services or Student Learning and Support Services Departments will target curriculum support and Year Three On-line Learning Modules. A professional development core class is required in the selected curricular area of teaching for equity to impact student learning, engagement, and achievement by the end of Year Three.

For Years One-Three, school site sustainable support will be facilitated by the collaboration of the site administrator, grade level, and/or subject area teachers who offer collegial and collaborative support.

*All courses taken during the three-year K-TIP program shall be eligible for education salary credit if it meets the criteria as defined in the Meet and Confer document.

5. Early Release/Restructured Week

District-wide early release, not to exceed two (2) hours, will occur on every Wednesday. The primary purpose of early release Wednesdays is to support Professional Learning Communities (PLC). Regular participation in PLC is an expectation of all Kyrene teachers because best practice indicates that weekly PLCs have the greatest positive effect on student learning. The expectation is at least one continuous hour is set aside for PLCs to occur each Wednesday, unless another day is agreed upon by principal and staff. On these Wednesdays, the additional time is available for teacher planning. PLC's may be built in the master schedule as part of the daily schedule. In doing so, PLC requirements on Wednesdays would not apply. Teachers should not be asked to serve on multiple PLC's. Special area and elective teachers should meet as PLC's. These teachers will determine with principals the most effective team to work with as their PLC. Each quarter one (1) Wednesday will be designated as a District wide PLC Day. Exceptions may exist for the following reasons:

- One (1) Wednesday will be designated each month as a school Site Day to be used for a staff meeting and/or PLC, at the principal's discretion, not to exceed two (2) hours
- First week of school
- Thanksgiving week
- Conference windows
- Reports Card windows
- The assigned State Assessment window for the grade level
- Last week of school
- Principal discretion

Staff meetings will be scheduled on Site Days unless another day is agreed upon by a majority of certified staff. 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 Human Resource Services when they are not present on campus during this time.

B. Teacher Workday - Professional Staff Schedules and Calendars

It is recognized that successful school programs are dependent upon the reliable and timely presence of members of the teaching staff. It is also recognized that teacher responsibilities extend beyond the established workday. To ensure the safety of students, the ability to communicate with staff, parents, and students, attend scheduled meetings, conferences, duties, et cetera, 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.

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 (8th), Academic Awards Event (6th-8th), and 5th-6th grade Orientation (6th). Attendance at other school and evening events is appreciated, but voluntary.

It is recognized that Dean/Student Advisors are to attend additional evening events, but not all events, and not to exceed the number of events that principals attend.

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

C. Part-Time Employment

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

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

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

D. Employment – Application of Salary Adjustments

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

- 1. Employees who have attained Continuing status and who take part-day assignments will retain Continuing status if they are employed under contract on a part-time basis for at least forty percent (40%) time. "Forty percent" means employed for at least forty percent (40%) of the class load assigned to full-time employees of the same grade level as determined by the Board.
- 2. Probationary employees who accept part-day/full-year assignments will not advance to Continuing status.
- 3. Probationary employees who accept full-day/part-year assignments, and who work fifty-one percent (51%) or more of the student attendance days will advance to Continuing status. If employees are in their fourth consecutive year in this type of situation, they will have achieved Continuing status.
- 4. Probationary employees who accept full-day/part-year assignments, and who work less than fifty-one percent (51%) of the student attendance days, will not advance to Continuing status.
 - * ARS 15-538.01. 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 <u>Salaries for Continuing Employees.</u>

F. Contract Renewal for Part-Time Employees

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

G. Terms of Employment – Teacher Days

New part-time employees are required to attend nine (9) days of District and site orientation and training activities as may be required by the District. Returning part-time employees are required to attend five (5) days of District and site activities prior to the first student attendance day. In addition, all part-time employees are required to attend a staff development working day in the fall. Compensation for before-year and during-year activities will be at the prorated contract daily rate and will be paid by performance contract.

H. <u>Insurance</u>

Participation in the district medical plans and voluntary benefits is an option to employees working 30 hours or more per week/130 hours per month in all positions within Kyrene School District combined.

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 medical plan. See Schedule of Allowance in Appendix B.

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. Fifteen seat hours equals one (1) credit.

1) University credit

a) Graduate courses

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

b) Undergraduate courses

Undergraduate courses may be considered, but not necessarily approved, by the Professional Growth Committee. Approval will be based upon the quality of the coursework and at least one of the following criteria, which must be identified in the course declaration:

- Prerequisite to graduate study
- Requirement to obtain appropriate certification or highly qualified status due to an identified deficiency (as specified through Human Resource Services Action Plan) or to obtain appropriate certification/endorsement in an area of need identified by the District
- Change in assignment in grade level or content area*
- Change in instructional practice (pedagogy) as initiated by the District*
- Change in grade-level curriculum*
- The course addresses current social and educational needs of students as identified by the District or School Administrator*

*For these identified criteria, a total of one (1) undergraduate course per school year will be considered for education salary credit

2) District and Out of District Staff Development Classes and Workshop Credit

- Credit earned will be controlled by standards comparable to those for credits earned for formal college/university study.
- Out of district workshops must be a minimum of 15 seat hours.
- Kyrene courses are eligible to be clustered
- Out of district workshops are not eligible for clustering, except for professional workshops taken by nurses and speech/language pathologists and preapproved by their supervisor.
 Coursework necessary to maintain current specialized certification is not eligible for education salary credit.

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 Assistant
Superintendent 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 educational credit if the District is compensating or reimbursing the employee in any way.
- 3) Employees may not receive educational salary credit for courses taken prior to date of hire that were not claimed within 30 days of the start of the contract and verified by Human Resource Services within the initial contract year.
- 4) Employees may not receive educational salary credit for courses unless they have received a grade of C or higher, or a Pass grade in a Pass/Fail course.

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

a. Course Approval

It is the employee's responsibility to submit and obtain approval for all educational credit, including courses, workshops, and projects. Course approval requests must be submitted electronically to Human Resource Services using iVisions. The Professional Growth Committee will work with Human Resource Services to review all requests to assess whether the coursework meets District standards. The review will be based on the Meet and Confer Professional Growth Language in place at the time the coursework was completed.

b. Submitting 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.

c. Coursework Status

Teachers may check the status of the coursework through 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. Teacher 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
 by the Professional Growth Committee 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.

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. 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.

d. National Certification

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

• NBC, CCC and PNCB salary adjustments may be considered on a different timeline because of their different due dates. Contact Human Resource Services for this alternative timeline.

Certified staff who successfully attain or hold a valid National Certification(s) may be eligible to receive an annual stipend up to a maximum of \$1,200 for each year that the certification(s) is valid-provided that the criteria below is met.

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

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

Tier 1 national certifications thus far approved at \$1200 per annum are as follows:

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

Tier 2 national certifications thus far approved at \$600 per annum are as follows:

National Certified School Nurse

Tier 3 national certifications thus far approved at \$300 per annum are as follows:

o Registered Behavior Technician

See Appendix C for Professional Growth Committee rubric.

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

3. Professional Growth Committee

This Professional Growth Committee will be appointed by the Superintendent each year. Once appointed, members shall continue as a committee for one school year.

a) Membership

- Four administrators appointed by the Superintendent (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, one middle school and/or TOSA).
- One teacher and one administrator will serve as co-chairs.

b) Function of the Committee

The Professional Growth Committee will be assembled by July 1 of each school year. The function of the committee will be to assess the quality of coursework 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.

4. Educational Credit Appeals Process

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

5. 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 release from contract 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. If an employee resigns at the end of the contract year and is re-employed for the start of the following contract year, accrued absences, if not paid out, will be reinstated.
- 2. If an employee chooses to 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 Probationary status.
- 3. Kyrene Return to Work Retired Employees as defined by Arizona State Statute will be placed at 78% of their exit base salary, or according to the placement rules of new hires, whichever is greater. Return to Work Employees that retired from another district will fall under the placement rules for new hires. In the event that a retired Kyrene employee is offered a position in a hard-to-fill role and no other candidates exist in the eligibility pool after the required posting period, 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

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

<u>Section1:</u> 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.

<u>Section 2:</u> The "grievant" is the employee, or group of employees, or the Kyrene Education Association asserting a grievance.

<u>Section 3:</u> 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.

<u>Section 5</u>: The term "days" when used in this procedure will mean school days where employees are in attendance.

ARTICLE II - PURPOSE

<u>Section 1:</u> 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.

<u>Section 2:</u> 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

<u>Section 1:</u> 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.

<u>Section 2:</u> 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.

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

<u>Section 3:</u> A grievance file of all proceedings held under the terms of this agreement will be kept in the District Human Resources Services.

<u>Section 4:</u> 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.

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

<u>Section 6:</u> 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

<u>Section 1 – Informal Procedure:</u> 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. <u>Level One – School Principal or Appropriate Administrator</u>

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. <u>Level Two – Assistant Superintendent/Superintendent</u>

- 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 Assistant Superintendent/Superintendent.
- 2. The Assistant Superintendent/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 Assistant Superintendent/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

- 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 Assistant Superintendent/Superintendent that a grievance be submitted to the Review Panel or directly to the Board.
- 2. The Assistant Superintendent/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.
- 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. <u>Level Four – Review by the Board</u>

- 1. If either party is dissatisfied with the decision of the Superintendent/Assistant Superintendent, or the Review Panel, whichever is applicable, that party may appeal to the Board. The Board will review the decision of the Superintendent/Assistant Superintendent, 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.

GRIEVANCE

Employe	ee's Name	Date
School/I	Dept	Prin/Supt
DATE C	OF INFORMAL CONFERENCE	AND PARTIES ATTENDING
Indicate	which section of the agreement	being questioned
STATEM	MENT OF GRIEVANCE	
REMED	Y SOUGHT	
I am/am	not being represented by someo	e other than myself. Designation of representative, if any:
 Signatur	e of Supervisor/Principal	Signature of Grievant
Date of I	Receipt	
Grievani	t mark one of the following:	
()	A copy of my grievance file wil A copy of my grievance file wil No part of my file will be forwa	be forwarded to the KEA without my identity.
DECISIOn above da		VISOR AND SUPPORTING REASONS (within three (3) school days of
Date		
		Signature
Copy to:	Principal/Supervisor KEA	

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REFERRAL TO ASSISTANT SUPERINTENDENT/SUPERINTENDENT

Employee's Name	Date	
REASON WHY DECISION AT PREVIOUS LEVEL	IS CHALLENGED	
Signature of Supervisor/Principal	Signature of Grievant	
Date of Receipt	2-8	
Signature of Appropriate Administrator	Signature of Grievant	
Date appeal received Administrator	Date hearing held by by Administrator	
 A copy of my grievance file will be forwarded A copy of my grievance file will be forwarded No part of my file will be forwarded to the KE DECISION OF ASSISTANT SUPERINTENDENT/SU	I to the KEA without my identity. EA.	
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 member 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. <u>Certificated Personnel Files</u>

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

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

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

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

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. <u>KEA President Release Time</u>

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

- 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.
- KEA president to represent certified employees for committee's representation (e.g.,Parent Leadership Committee, Calendar Committee, District Leadership, Safety & Security, Certified Compensation, School Boundary or Special Programs related to School Choice, Certified District Surveys).

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

V. Representation in Decision-Making

- 1. The District administration will consult with KEA when appointing teachers to District committees.
- 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 orientation are among the opportunities for direct interaction with parents. The above mentioned events will be scheduled so as to encourage full parental participation.

1. <u>Curriculum Presentation</u>

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. <u>Conference Opportunities</u>

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. Two-third majority vote will determine the conference schedules and common evenings within the published conference window.

- 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. If a teacher has met the needs of parents, community and colleagues in one evening, the second evening will not be required.
- 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.
 - In order to adequately prepare for conferences and the issuance of report cards, school, staff and
 district meetings that require the attendance of teachers will not be held during the one week,
 Wednesday to Wednesday, conference window and the week prior to the issuance of report cards.
 When a report card window follows a full teacher plan day, the above meeting restriction will not
 apply. Exceptions may be made under extraordinary circumstances (e.g. IDEA and Section 504
 meetings).

APPENDIX A

Teacher Sick Leave Bank

Kyrene School District Teacher Sick Leave Bank

The Teacher Sick Leave Bank is designed to help employees during extreme and catastrophic circumstances.

These days will help provide the continuation of your health insurance coverage.

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

The following guidelines will be followed in administering this program:

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

APPENDIX B

Schedule of Allowance

Schedule of Allowance

Medical Allowance Benefit

Employees who work 30 or more 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.

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

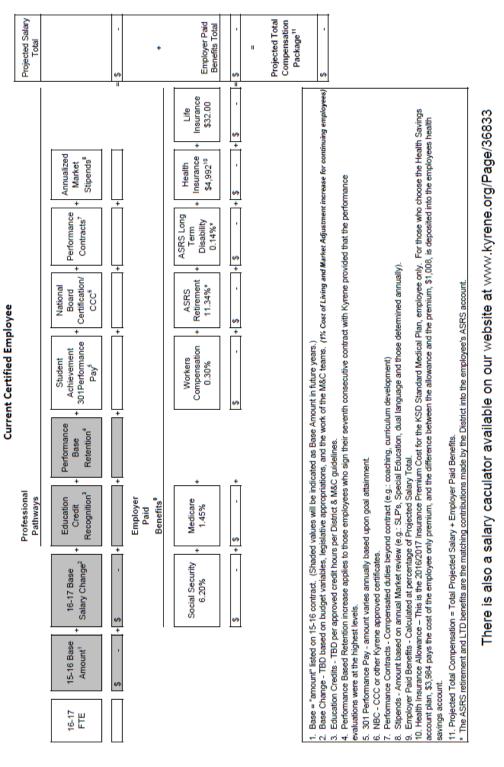
APPENDIX C

Professional Growth Committee National Certification Rubric

NATIONAL CERTIFICATION RUBRIC	Date Certificate was Obtained Renewal date (if applicable)	21 10	Emplayee	
				5 10
National Board Teacher Certification (NBC)	Criteria to Evaluate other Certifications Tier 1 (\$1200)	Tiered Compensation Tier 2 (\$600)	Tiered Compensation Tier 3 (\$300)	Notes
 National Affiliation - Overseen by National Board for Professional Teaching Standards. 	Board for Professional Identify National Affiliation (per M & C)	Identify National Affiliation (per M & C)	Identify National Affliation (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 postion and provides additional expertise to the District.	(Per M & C)	(Per M & C)	(Per M & C)	
4. Portfolio - A 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 less than 100 hours component however, not as coursework, and/or le extensive (100-200 hours) and/or than 895 clincal hours 895 - 1789 clincal hours	Less than 100 hours coursework, and/or less than 895 clincal hours	
*Additional Criteria to be considered; Aligned with with the National Soard Professional Teaching Standards, All work is assessed standards? Looking for evidence of multiple evaluation based on standards evaluators are required to qualify for scoring through intensive training and demonstration of understanding.	Who evaluates the work and what are the distandards? 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.	to recommend further revisions to this tool if	necessary.		

APPENDIX D

KYRENE SCHOOL DISTRICT Total Compensation Worksheet Current Certified Employee 2016/2017



2016-2017 Total Compensation Worksheet

KYRENE SCHOOL DISTRICT

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APPENDIX E



2016-2017 Certified Hiring Guidelines & Salary Placement

Base Salary for New Hire Teachers with the following education:

BA/BS: \$38,176.96 MA/MS: \$38,877.42 Doctorate: \$43,913.36

Annual Market Stipends Available:

- *Regular Resource, Preschool Resource \$1,000
- *Extended Resource (self-contained ED,DD), Behavior Intervention \$2,700
- *Dual Language Spanish or English/Spanish Assignment (Bi-Lingual certification required) \$2,700
- *Certified Staff Qualified to teach and assigned to teach, multiple content areas \$1,000

Additional Annual Stipends Available:

- *National Board Certification (NBC) \$1,200
- *TOSA Leadership Stipend (does not hold principal certificate) = \$3,000
- *Dean Leadership Stipend (holds principal certificate) = \$4,000
- * There is no salary cap in the Kyrene Salary System. Current full time certified employee salary ranges from a minimum of \$38,176.96 to \$79,830.72
- ** Performance Pay (301) is awarded to all eligible certified staff that successfully complete established goals. This is in addition to the base salary amount, up to \$2,700.

Market Adjusted starting salary \$38,176.96