

**Colorado Springs School District 11
2009-2010 Executive/Professional
Meet and Confer Agreement**

Non-Discrimination In Employment

The District seeks to comply with state and/or federal laws prohibiting discrimination in employment on the basis of race, creed, color, sex (gender), ancestry, religion, national origin, sexual orientation, age and/or disability. Discrimination and/or harassment based on the aforementioned areas must be brought to the immediate attention of the school principal or District nondiscrimination compliance coordinator: Marvin R. Adams, Office of Equal Opportunity Programs and Ombudservices, 1115 N. El Paso Street, Colorado Springs, CO 80903, Phone: 520-2271, Fax: 520-2442, Email: adamsmr@d11.org.

ARTICLE 1. EXECUTIVE/PROFESSIONAL SALARIES

All Executive/Professional employees are considered exempt employees as defined by the Federal Fair Labor Standard Act (FLSA). Exempt employees are not entitled to overtime pay.

All Executive/Professional employees will be divided into two groups for salary consideration: those who work a Budget Calendar and those who work a School Calendar.

- A. All salaries will be figured using the "Executive/Professional Salary Schedule Chart" as included in this handbook.
- B. The Budget Calendar Employees ("Budget Calendar Employees") work 226 days. These exclude the allowed District Holidays and the twenty-two vacation days as described in a later Article of this document. This makes a total of 260 days.

The School Calendar Employees ("School Calendar Employees") work 226 days except as noted in section "C" below. Based on the school calendar, they work the school calendar days plus fifteen office days. In addition they work additional days on a flexible schedule, as determined by their direct supervisor, to make a total of 226 workdays.

Both groups, except as noted in "C" below, have a work year from July 1 to June 30 each year.

- C. Some Executive/Professional employees work less than 226 days as noted below:

- Elementary Principals--210
- All Assistant Principals--207
- Student Personnel Coordinators--197
- Instructional Supervisors--207
- Others as determined by Personnel Action--varies

All those in this category have a work year from August 1 to July 31 each year. These employees work the school calendar and in addition they work the required number of flexible days to make their designated total as determined by their direct supervisor.

- D. In the event of special programs and projects that require substantial hours above and beyond the normal work schedule, the employee and the supervisor may adjust the work schedule to accommodate the program or project in order to keep the hours worked by the employee within

an acceptable level. Employees or supervisors may contact the Division Head of Human Resources to help facilitate this change.

- E. The current employee salary ranges have been determined based in part on a prior market analysis and were previously agreed upon by the Executive/Professional group and the District administration. Said ranges are subject to a Superintendent recommendation and Board approval regarding increase in salary ranges.
- F. The Executive/Professional employee salary ranges and salaries will be adjusted based on an up-to-date market analysis and/or a cost of living adjustment. A market analysis will be conducted at least every eighteen (18) to twenty-four (24) months. Any new market analysis will be by category/position and must include at least three comparable positions for each category. For those positions, which are unique to the District or have fewer than three comparable positions, comparable positions in the business sector will be used. Comparability will be based on the duties of the position, not simply job titles. In years in which no market analysis occurs, the Meet and Confer process will deal with salary adjustments. The administration will submit a mid-year Incremental Budget Request (IBR) for salary adjustments, if feasible, and when a new-year budget does not incorporate any salary adjustments. Division of Human Resources (HR) is committed to submitting IBRs (or its equivalent) as long as the current salary survey indicates a need for such adjustments.
- G. Executive/Professional employees shall be assigned to windows based on the following formula:

<u>Years in the Window</u>	<u>Salary Range Placement</u>
4	Window 1
5	Window 2

For purposes of the assignment, the number of years in the current position or category shall mean the number of current consecutive years that the employee has served in the current coded job classification within the Executive/Professional group as set forth in the then applicable market analysis. For each budget year, the number of years in the current position or category shall be determined as of July 1 or August 1 (based on the work year of the employee). An employee will be eligible for a salary range window change who has been in his/her position and is within six (6) months of being eligible to move to the new salary range window placement.

- H. Upon appointment to a position an individual will be placed at the appropriate salary window as described above. At the time of employment, the Division Head of Human Resources will provide a rationale to the individual for the window at which he or she is placed. Notwithstanding the foregoing, for purposes of determining an employee's minimum salary, a special exception shall be made in the case of an employee who moves to a new position in a higher category if the employee's salary would be reduced by placement at the minimum window for the new position or if otherwise recommended by the Superintendent. When circumstances dictate such Superintendent's recommendation, a new market analysis of that compensation group should be conducted within 90 days. Under this special exception, the employee's salary in the new position will initially equal 102% of the employee's salary immediately prior to the change to the new position. The employee's salary shall remain at this amount until appropriate salary window in the new position permits an increase in salary.

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ANALYSIS

I. Salary

When an Executive/Professional applies for a position other than the one they currently possess or when an employee is selected to move to a new position and that position is a different job classification, the employee shall not be required to lose their window placement if the following conditions apply:

A side-by-side comparison of the current description held by the employee and the new job description will be conducted. If through this review it is determined that at least 75% of the job functions are similar, the employee will retain their current window placement and years of experience in the window.

J. Salary Increase

For the 2009-2010 budget year, salaries for all Executive/Professional employees shall be adjusted by 0% and by moving each eligible individual to the appropriate window using the ranges as noted in subparagraph (G) above. Human Resources will then adjust the windows appropriately.

ARTICLE 2. WORKER'S COMPENSATION

The following Article provides a summary of certain benefits and insurance coverage offered by District 11 to its employees. This is a summary only, and employees are encouraged to review the more detailed plan descriptions, copies of which may be obtained from Employee Benefits or Risk Management, respectively. In the event of a conflict between the detailed plan descriptions and applicable statutes, and the language in this Handbook, the detailed plan descriptions and statutes will govern. The District reserves the right to modify, supplement, or withdraw its benefit plans and insurance coverage, in its discretion, without advance notice to employees or amendment of this Handbook.

Any employee who maintains that he or she is unable to perform their regular or modified duties as a result of personal injury or illness incurred in the scope and course of their employment with the District shall be deemed to be on injury leave only in those cases in which a report of injury form has been properly and timely filed with Risk Management and the employee has received and provided to the District written verification from the District's designated medical provider confirming the fact that the employee is unable to return to any work.

Except as provided herein, employees on such injury leave shall be entitled to receive only their statutory benefits provided under the Workers' Compensation Act of Colorado (the "Act"). Further information is available in the Risk Management Office.

The employee has the right to obtain a second opinion at his/her own expense. In the event that the employee has obtained a second opinion that is contrary to the District's designated medical provider's opinion, a third opinion, at the employee's expense, by a mutually agreed upon physician may be obtained as per the Colorado Workers' Compensation Act.

Unless a lesser amount of time is provided for by the Act, employees who are injured on the job must provide written notice of the injury to Risk Management within four (4) working days after the accident or benefits may be denied one day for each day it is late. Workers' Compensation disability benefits may be reduced where an injury results from the willful failure of an employee to use safety devices provided by the employer for the safety of the employee, the use of alcohol or a controlled substance, or as otherwise provided for by law.

The District recognizes the possibility that the payment of the maximum weekly benefit under the Colorado Workers' Compensation Law may be less than two-thirds (2/3) of their weekly pre-injury wage; therefore, if within ninety (90) days from the injury date, there has been no determination of PTD (Permanent Total Disability) or PPD (Permanent Partial Disability), then the eligible employee will receive the supplemental benefits as provided below. The District will supplement the maximum weekly wage indemnity benefit provided by the Colorado Workers' Compensation Law from the date of the injury with a supplemental payment in an amount equal to the difference between the maximum weekly wage indemnity benefit and two-thirds (2/3) of the employee's weekly pre-injury wage from the District. No supplementary benefit will be paid based on earnings from sources other than the District and such supplementary benefit shall cease after ninety (90) calendar days from the date of the injury as more fully described in the following.

ARTICLE 3. EMPLOYEE INSURANCE BENEFITS

The provisions of this Article 3 may be superseded by changes in the District's insurance policies and plans. Employees should contact the District's employee benefits office for up-to-date information on the terms of the District's insurance policies and plans.

A. Health Insurance

The District shall offer health insurance that provides one exclusive provider organization (EPO). The District shall pay seventy-five (75%) of the EPO premium. The District's portion of the premium will be prorated for part-time Executive/Professional employees. Employees will not be required to carry health insurance through the District.

B. Long-Term Disability

The District shall provide long-term disability coverage for its employees. Each employee will be required to participate in the coverage and, except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee provided that the coverage has no less than a ninety (90) day waiting period (and such other limitations as the policy may identify) and provides benefits of not more than sixty percent (60%) of salary.

C. IRS Section 125 Plan

The District is enrolled in an Internal Revenue Service, Section 125 (cafeteria plan) program that allows employees to pay for insurance premiums, medical expenses and dependent care expenses on a pre-tax basis. All members will be automatically enrolled in the cafeteria plan for insurance premiums, which are not covered by the District. Employees who do not desire to participate in the insurance premium pre-tax portion of the cafeteria plan may elect to withdraw from the cafeteria plan by filing the appropriate form with the District's Payroll Department by November 15 of each year. All employees will receive a written notification in the fall of the school year informing them of their option to withdraw and reminding those who are considering retirement in the next school year that their compensation for PERA will be improved if they, in fact, withdraw. This program is explained in greater detail by Employee Benefits.

ARTICLE 4. PERSONAL PROPERTY DAMAGE REPLACEMENT

The District will reimburse each Executive/Professional employee for damages to his/her personal property that occurred on school or District property. In addition, the District may reimburse the employee for damage to his/her personal property that occurred off school and District property in the event the employee substantiates, to the District's satisfaction, that the employee was acting within the

course and scope of his or her employment, and that the employee's property was specifically targeted because of his/her status as a District employee. This reimbursement shall include damage to the Executive/Professional's vehicle and any items attached to such vehicle resulting from vandalism or theft. The reimbursement is limited to a maximum of \$500 per incident and normally limited to \$1,000 per year for those actual damages not covered by insurance or otherwise reimbursed or recouped. To be eligible for reimbursement, the Executive/Professional employee must: (a) file a police report regarding the incident; (b) provide evidence of actual damages incurred; and (c) notify his/her immediate supervisor immediately upon discovery but in no event more than two (2) business days after the incident.

ARTICLE 5. PERSONAL LIABILITY PROTECTION

The District carries liability insurance for its employees, under both its self-insured general liability program, and its errors and omissions professional liability policy. Under the District's general liability program, the limits of insurance are \$150,000 for an injury to a single person in any single occurrence and \$600,000 for an injury to two or more persons in any single occurrence.

The District's errors and omissions professional liability coverage limits are \$2,000,000 per single claim or \$2,000,000 in the aggregate. This insurance generally covers claims asserted against employees for a wrongful act or arising out of an act or omission allegedly committed by an employee, where the employee was performing his/her duties within the course and scope of his/her employment with the District.

Employees may not be eligible for either coverage if a determination is made that the employee's conduct was willful and wanton, if the employee settles or compromises a claim without the District's consent, or as otherwise provided by law. Employees will be subject to other limitations provided in the District's policies and/or as otherwise provided by law. Employees having questions, or who believe a claim should or may be asserted under one of the District's policies, should report to Risk Management.

ARTICLE 6. ADMINISTRATIVE CALENDAR

Executive/Professional employees will be divided into two groups for calendar purposes: The Budget Calendar Employees will include those who receive a designated vacation. The School Calendar Employees will include those who work 226 days or less and do not receive a designated vacation, but, instead, have a comparable number of days off based on the school calendar.

- A. All schools and administrative offices will be open at least ten (10) workdays before the first day that teachers report to work.
- B. All schools and administrative offices will remain open at least five (5) workdays after the last day that teachers report to work.
- C. Building administrators shall be required to keep an individual record of days worked beyond the school calendar that shall be made available to the Executive Directors of School Management upon request.
- D. The School Calendar Employees other than building administrators will develop their work schedule with their direct supervisor.

ARTICLE 7. VACATION FOR BUDGET CALENDAR EMPLOYEES

- A. The full complement of vacation days/hours will be posted for use on the first day of the new work year in which an Executive/Professional employee attains Budget Calendar status. Upon

separation from the District, days/hours used for vacation beyond those earned up to the separation date shall be reimbursed to the District by the Executive/Professional employee. For this purpose, vacation days are earned at 14.67 hours per month or 1.83 days per month. For Budget Calendar Employees who do not begin employment on July 1, vacation days will be prorated.

- B. Vacation may be taken at time approved by the employee's supervisor in one-hour increments. It is understood that only extreme emergency situations will prevent the granting of an employee's vacation request between July 1 and July 31 of each year.
- C. Employees are allowed to carry over 40 hours of vacation time from year to year. Notification for this should be submitted to your immediate supervisor. An additional 40 hours can be carried over in extreme and unusual circumstances with the approval of the employee's immediate supervisor and with the approval of the Superintendent or his designee. Vacation hours in excess of that described above or covered in "d" below will be forfeited as of June 30 of each year.
- D. If a Budget Calendar Employee is unable to use previously approved vacation due to circumstances imposed by the District that are beyond the employee's control, the employee may submit this time for full per diem reimbursement. This does not include the hours, which the employee is allowed to carry over from year to year. The amount of this reimbursement must be authorized by the Superintendent or his designee and is subject to the availability of funds.
- E. Upon termination of employment, Executive/Professional employees shall be paid at full per diem for unused and accrued vacation hours.
- F. For purposes of computing any accrued vacation or unused sick leave, the per diem wage rate of a Budget Calendar Employee shall be determined by taking the employee's annual base salary and dividing by 226. For employees working 226 days or less, any per diem payment will be based on the employee's annual salary divided by the number of days the employee is employed to work.

ARTICLE 8. PROFESSIONAL DEVELOPMENT FUND

All Executive/Professional employees shall receive \$600 annually toward a Professional Development Fund. Effective July 1, 2005, the employee may not have an accumulation of more than \$3,000 in this fund as of June 30 of each budget year. This fund is to be used for job-related expenses incurred for professional growth activities. These expenses may be tied to an employee's professional growth plan by mutual consent of the employee and the supervisor. Proof of expenditures must be submitted. Unused funds will be forfeited if not expended by the last day of employment.

Amounts paid or reimbursed from the Professional Development Fund will be treated as taxable income subject to withholding, unless the tax requirements of an "accountable reimbursement plan" are met with respect to such reimbursements. The requirements of an accountable expense reimbursement plan include:

- i. a demonstration by the employee that the expenses are reasonably related to the employee's job and,
- ii. the expense would be deductible by the employee as an employee business expense for tax purposes and,

- iii. information regarding the time, place and business purpose of the expense is provided to the District.

The purchase of any professional development equipment (*i.e.*, home computers and peripheral equipment) does not meet the above requirements for avoiding treatment as taxable income, hence, any reimbursement or payment thereof will be subject to income tax withholding and inclusion in the employee's W-2 as taxable income.

Although the total amount of \$600 is credited to the employee's PDF account on July 1, the employee earns the amount on a monthly basis. For example, an employee who terminates in December will have earned 6/12, \$300, of the annual allotment. And a new employee who starts work in August will receive 11/12, \$550, of the annual allotment. In the event an employee terminates or takes a leave of absence and their PDF balance is in a negative position, the amount overpaid will be deducted from the employee's final paycheck or they will receive a billing from the accounts payable department if the final paycheck has already been issued.

The employee, who starts work by the 15th of the month, will be considered eligible for PDF beginning that month. The employee that starts work on the 16th of the month or later, will qualify for PDF funds beginning the following month.

Regular employees working less than full time will receive prorated funds according to their FTE, (Example: .81 = \$486, .6 = \$360, .5 = \$300).

- A. ~~For FY07-08 only, in addition to the \$600 credited annually to individuals' PDF accounts, an amount of \$134,963.00, distributed evenly between all eligible employees (this excludes transition employees) on the payroll as of June 30, 2007 and July 1, 2007. These additional funds will not be prorated in the event the employee terminates with the District prior to July 1, 2008.~~

ARTICLE 9. RECLASSIFICATION

A. Job Reclassification Committee

The Job Reclassification Committee for the Executive/Professional employee group shall consist of six members. Membership will include: two individuals chosen from the Division of Educational Support Services; two individuals chosen from school based positions, and two individuals from the Division of Business Services.

- i. The Executive/Professional organization will recommend to the Division Head of Human Resources the names of individuals to serve on the Job Reclassification Committee. These names are subject to the approval of the Superintendent.
- ii. Membership on the Job Reclassification Committee will last for three years with two members being replaced each year.

The Director of Compensation will chair the Committee and will provide training for the Committee members as to their responsibilities and duties. The Committee chair will ensure there is not a conflict of interest with Committee members and the position being evaluated. If there is a conflict of interest between a Committee member or the Committee chair and the person holding the position being reclassified, the Committee member or Committee chair will be excused during Committee discussion of the reclassification.

The Committee chair will schedule monthly meetings and inform Committee members of a monthly meeting day (third Wednesday of each month) to ensure that at least four members of the Committee can attend the meeting. If the monthly Committee meeting is cancelled, the Committee chair will inform the members by the 5th of that month. Substitutes are not allowed to fill in for Committee members. In the event four members cannot attend, the meeting will be rescheduled. Information regarding the position and justification for the reclassification will be provided to the Committee members at least three days in advance of the meeting. Justification shall include the information submitted by the employee's supervisor, consideration of market factors, and criteria to determine a job classification in the absence of market data.

The Committee's responsibility shall be limited to considering and making recommendations regarding routine employee reclassification requests that have been initiated by individual employees through their supervisors. The Committee's charge does not include consideration of reclassification issues that lie within the authority of the Board of Education including, but not limited to, such issues as major administrative restructuring projects, restructuring of positions negotiated directly with the Board, restructuring of positions pursuant to independent management studies, and emergency classifications requiring expedient action.

B. Reclassification Timeline

Compensation changes created by reclassification requests/adjustments may be made if properly approved and supported by budget resources. Such adjustments shall not be retroactive if a decision is rendered and implemented within sixty (60) workdays. If adjustments are not rendered within sixty (60) workdays, the adjustment shall be made as of the later of the 60th workday after the request. An official written response will be made within ninety (90) days following the submission of all paperwork by the Executive/Professional employee.

The Division Head, Human Resources, will provide the presidents of CSASE and CSPA with a written summary of reclassification requests/adjustments made on behalf of existing Executive/Professional employees and/or employees who become Executive/Professionals by virtue of a reclassification action.

ARTICLE 10. DISTRICT INSURANCE COMMITTEE

The District's Insurance Committee of thirteen (13) members shall be comprised in a manner to reflect the views and interest of all groups of employees and shall include three (3) Executive/Professional employees recommended jointly by the Presidents of the Colorado Springs Association of School Executives (CSASE) and the Colorado Springs Principals' Association (CSPA), subject to Superintendent approval. The term of membership shall be for a minimum of three (3) school years, to begin July 1, and each term shall be staggered so as to ensure continuity of representation. The committee shall review existing insurance coverages and shall consider how to contain escalating costs as specified in an annual charge by the Board of Education (Board). The chairperson of the committee shall serve ex-officio and be appointed by the Superintendent in collaboration with CSASE and CSPA. The committee will give its findings, recommendations, and rationale to the Superintendent. The Superintendent will transmit the report and any other recommendations to the Board for consideration. The recommendations of the Insurance Committee are advisory only.

ARTICLE 11. DISTRICT COMMITTEE REPRESENTATION

Unless mutually agreed otherwise, District committees, task forces, or other groups dealing with employee financial and/or working conditions shall consist of Executive/Professional employees at least

equal to the representation of any other employee group involved, unless the committee is structured in such a way that prevents voting dominance of any individual employee group. In the latter case, the amount of representation shall be mutually agreed upon by the Superintendent and the CSASE and CSPA Presidents. The chair of such committees shall be appointed by the presidents of all involved employee groups in collaboration with the Superintendent. Membership of committees directly advising the Board of Education shall be subject to Board of Education approval.

ARTICLE 12. COMMITTEE SUNSET PROVISION

Each task force, committee or subcommittee, which is not a standing committee, will have a sunset provision contained in its original charge. Unless otherwise designated, this provision will require the disbanding of each such group by the end of each fiscal year. Procedures to justify the retention of a group will be developed by the District.

ARTICLE 13. SICK LEAVE REIMBURSEMENT

- A. **Under the Current Sick Leave Reimbursement Plan**, effective July 1, 2006, the eight (8) most senior Executive/Professional employees who retire from employment with the District in each school year and who are eligible for service or reduced service retirement benefits under the Public Employees Retirement Act shall be reimbursed for accumulated unused sick leave according to legally available options. **Note: This number will be reduced each year, over a four-year period, until the New Sick Leave Reimbursement Plan takes full effect on July 1, 2011. See paragraph B below, for the number of eligible retirees in each year of the transition plan.**
- i. **Under the Current Sick Leave Reimbursement Plan**, eligible employees will be rank ordered according to their number of total years of full time continuous employment in the District, with the employee who has the most years of full time continuous employment at the top of the list and the remaining employees in descending order. The rank ordering will constitute a seniority list within the Executive/Professional category of employees.
 - ii. **Under the Current Sick Leave Reimbursement Plan**, military service, District defined and approved maternity, and family medical leave (FMLA) shall not constitute a break in service. Employees on leave of absence will not accrue seniority/time in service during the time of the leave, unless otherwise required by law. The length of time on leave will be deducted from the hire date to determine seniority for benefits to be received under the sick leave reimbursement plan. Eligible Executive/Professional employees, who share common District anniversary dates, and who apply for sick leave reimbursement, shall have their qualification for sick leave reimbursement determined by their seniority within the Executive/Professional employee category.
 - iii. **Under the Current Sick Leave Reimbursement Plan**, to be considered eligible for sick leave reimbursement, "eligible employees" shall mean an employee who has completed five (5) years of full time¹, continuous (without a break in service²) service in the

¹ *Half-time employees (that is, employees who worked half of a contract year or less, in any configuration) will accrue seniority for this purpose by counting each year of completed continuous half-time service as .5 (that is, one-half of a year of service) for purposes of computing seniority and determining ranking on the seniority list. Employees who complete more than half of a contract year will be considered full-time, unless otherwise designated, and will receive 1.0 seniority credit for that year.*

Executive/Professional employee group by June 30 of the year the application for sick leave retirement reimbursement is submitted.

- iv. **Under the Current Sick Leave Reimbursement Plan**, a non-binding letter of intent of such retirement shall be received in the Division of Human Resources by 5:00 p.m., on the Tuesday following Thanksgiving, prior to retirement.
 - v. **Under the Current Sick Leave Reimbursement Plan**, for purposes of computing any accrued vacation or unused sick leave, the per diem wage rate of a Budget Calendar Employee shall be determined by taking the annual base salary and dividing by 226. For employees working 226 days or less, any per diem payment will be based on the annual salary divided by the number of days they are contracted to work.
 - vi. **Under the Current Sick Leave Reimbursement Plan**, the Division Head of Human Resources may waive eligibility criteria for participation in post employment benefits in unusual circumstances when such waiver is in the best interest of the employee and the District. Additionally, Executive/Professional employees meeting the eligibility requirements for participation in the benefits described in this Article and Article 14, Separation/Retirement, of this handbook, who retire for bona fide medical reasons prior to the first business day of the new fiscal year shall be eligible hereunder regardless of the notice provisions of this Article and Article 14, Separation/Retirement. Exceptions may only be granted if funds are available and there is no negative impact on employees eligible under the criteria for participation in that given year. Employees qualifying as special circumstances shall not impact the participation the following year.
 - vii. **Under the Current Sick Leave Reimbursement Plan**, unused sick leave and paid leave shall revert back to sick leave for Executive/Professional employees; this does not apply to vacation time. Any other non-salary compensation or benefits outstanding as of June 30 of each year shall be paid on the next regular pay cycle, subject to appropriation by the Board. At the end of each fiscal year, money accrued for sick leave reimbursement, which is not expended on retiring employees, shall be carried forward to fund sick leave reimbursement for the following year.
 - viii. **Under the Current Sick Leave Reimbursement Plan**, sick leave reimbursement will be paid in two equal payments occurring on or about September 1, and February 1 of the next fiscal year, as agreed upon, and in accordance with the Internal Revenue Service.
 - ix. Any Executive/Professional employee, who is re-hired by the District after retiring and received a reimbursement as part of the **Current Sick Leave Reimbursement Plan**, is not eligible again for sick leave reimbursement under the provisions of this Article.
- B. Starting July 1, 2008, Executive/Professional employees who retire from employment with the District in each school year and who are eligible for service or reduced service retirement benefits under the Public Employees Retirement Act shall be reimbursed for accumulated unused sick leave on a proportional basis from available money. Each year from July 1, 2008 to July 1, 2010,

² *If the District initiates the change (e.g., an employee's position is eliminated and the employee separates from the District or is placed in a position outside the Executive/Professional group), the change will not be considered a break in service if the employee returns to the Executive/Professional group within 24 months from the employee's last day of employment in the Executive/Professional employee group. Years outside the Executive/Professional group will not count toward the 5-year eligibility.*

the number of most senior retirees will be funded according to the four-year transition plan found below with the remaining money allocated to the rest of the eligible retirees until the money is exhausted. The new reimbursement plan will take full affect on July 1, 2011. The transition plan is as follows:

Four-year Transition Plan

<u>Retirement Effective Date</u>	<u>Number of Retirees Eligible for Current Sick Leave Reimbursement Plan</u>
July 1, 2007	8
July 1, 2008	6
July 1, 2009	4
July 1, 2010	2
July 1, 2011	0 (New Sick Leave Reimbursement Plan takes full effect)

- i. As part of the **New Sick Leave Reimbursement Plan** starting July 1, 2008, the proportional amount would be based on the individual retiree's percent of the total amount of the maximum possible sick leave paid out to all retirees. The maximum possible amount paid to each retiree is computed by multiplying the number of days of unused sick leave by 75% of their current per diem rate. The retiree's proportional percent would then be applied to the total amount of funds budgeted and/or available for sick leave reimbursement.
- ii. **Under the New Sick Leave Reimbursement Plan**, the retiring employee has the option of continuing their enrollment in the District's health insurance plan; see Article 14 Separation/Retirement.
- iii. **Under the New Sick Leave Reimbursement Plan**, to be considered eligible for sick leave reimbursement "eligible employees" shall mean an employee who has completed five (5) years of full-time³, continuous (without a break in service⁴) service in the Executive/Professional employee group by June 30 of the year of the application for sick leave retirement reimbursement is submitted.
- iv. **Under the New Sick Leave Reimbursement Plan**, a non-binding letter of intent of such retirement shall be received in the Division of Human Resources by 5:00 p.m. on Tuesday following Thanksgiving, prior to retirement.
- v. **Under the New Sick Leave Reimbursement Plan**, for purposes of computing any accrued vacation or unused sick leave, the per diem wage rate of a Budget Calendar

³ Half-time employees (that is, employees who worked half of a contract year or less, in any configuration) will accrue seniority for this purpose by counting each year of completed continuous half-time service as .5 (that is, one-half of a year of service) for purposes of computing seniority and determining ranking on the seniority list. Employees who complete more than half of a contract year will be considered full-time, unless otherwise designated, and will receive 1.0 seniority credit for that year.

⁴ If the District initiates the change (e.g., an employee's position is eliminated and the employee separates from the District or is placed in a position outside the Executive/Professional group), the change will not be considered a break in service if the employee returns to the Executive/Professional group within 24 months from the employee's last day of employment in the Executive/Professional employee group. Years outside the Executive/Professional group will not count toward the 5-year eligibility.

Employee shall be determined by taking the annual base salary and dividing by 226. For employees working 226 days or less, any per diem payment will be based on the annual salary divided by the number of days they are contracted to work.

- vi. **Under the New Sick Leave Reimbursement Plan**, the Division Head of Human Resources may waive eligibility criteria for participation in post employment benefits in unusual circumstances when such waiver is in the best interest of the employee and the District. Additionally, Executive/Professional employees meeting the eligibility requirements for participation in the benefits described in this Article and Article 14, Separation/Retirement, of this Handbook, who retire for bona fide medical reasons prior to the first business day of the new fiscal year shall be eligible hereunder regardless of the notice provisions of this Article and Article 14, Separation/Retirement.
- vii. **Under the New Sick Leave Reimbursement Plan**, unused sick leave and paid leave shall revert back to sick leave for the Executive/Professional employees; this does not apply to vacation time. Any other non-salary compensation or benefits outstanding as of June 30 of each year shall be paid on the next regular pay cycle, subject to appropriation by the Board. At the end of each fiscal year, money accrued for sick leave reimbursement, which is not expended on retiring employees shall be carried forward to fund sick leave reimbursement for the following year.
- viii. **Under the New Sick Leave Reimbursement Plan**, sick leave reimbursement will be paid in two equal payments occurring on or about September 1 and February 1 of the next fiscal year, as agreed upon, and in accordance with the Internal Revenue Service.
- ix. Any Executive/Professional employee who is re-hired by the District after retiring and received a reimbursement as part of the **New Sick Leave Reimbursement Plan**, is not eligible again for sick leave reimbursement under the provisions of this Article.

ARTICLE 14. SEPARATION/RETIREMENT

- A. Less than twelve-month employees (retirement for Executive/Professional employees at the end of an employment year):
 - i. The last day worked shall be defined as the last designated duty day, which shall be equated with PERA's definition as the last actual physical day on the job. It shall be determined by the number of work days in each Executive/Professional employee's job classification.
 - ii. All pay, excluding retirement compensation, shall be paid on the next regular pay cycle.
 - iii. For District 11 separation and retirement purposes, the last day of duty shall be July 1, unless the retiring employee and the District mutually agree, in writing, to another date. Workers' compensation, liability and property insurances will be maintained through 4:30 p.m. on June 30. All other employee benefit insurance coverages will be provided through the end of July.
 - iv. Under the **Current Sick Leave Reimbursement Plan**, a retiring employee whose retirement is approved, pursuant to the provisions of Article 13 A, in the Executive/Professional Handbook, by the Board each year is eligible for 24 months of 75% District contribution towards medical insurance (but not vision and dental) for a single regularly employed employee, which 24 month period shall begin August 1 or the

first day of the month following the period for which such contribution otherwise would have ended. The employee's intent to retire and the employee's health insurance continuation selection shall be binding forty-five (45) days after Board of Education approval of their eligibility for the retirement program, except that any such employee shall have seven (7) days thereafter to rescind his/her election to retire. Following the expiration of this seven (7) day revocation period, the employee's decision to retire and the employee's health insurance continuation selection shall be binding on the employee. The employees will have the option to purchase the District's group health insurance for the 24 month plan period for his/her family (if family coverage was maintained at retirement) and will assume all additional premium costs beyond that provided for above.

- v. Under the **New Sick Leave Reimbursement Plan**, pursuant to provisions of Article 13 B in the Executive/Professional Handbook, the retiring employee has the option of continuing their enrollment in the District's health insurance plan for 24 months, but all premiums would be paid by the retiring employee. A retired employee is eligible to remain in the District's medical plan for 24 months and is responsible for paying the full cost of the monthly premium (no District contribution).
 - vi. Health insurance benefits provided under COBRA and/or any transition retirement option run simultaneously with the benefits provided under the Plan and are credited against each other.
- B. Twelve month employees (separation at any time and retirement for employees during an employment year):
- i. The last day worked shall be defined as the last designated duty day, which shall be equated with PERA's definition as the last actual physical day on the job.
 - ii. The Executive/Professional employee will receive all pay, accruals and other compensation on the next regular pay cycle.
 - iii. Under the **Current Sick Leave Reimbursement Plan**, a retiring employee whose retirement is approved, pursuant to the provisions of Article 13 A, in the Executive Professional Handbook, by the Board each year is eligible for 24 months of 75% District contribution towards medical insurance (but not vision and dental) for a single regularly employed employee, which 24 month period shall begin July 1 or the first day of the month following the period for which such contribution otherwise would have ended. The employee's intent to retire and the employee's health insurance continuation selection shall be binding after forty-five (45) days after Board of Education approval of their eligibility for the retirement program, except that any such employee shall have seven (7) days thereafter to rescind his/her election to retire. Following the expiration of this seven (7) day revocation period, the employee's decision to retire and the employee's health insurance continuation selection shall be binding on the employee.
 - iv. Under the **New Sick Leave Reimbursement Plan**, pursuant to provisions of Article 13 B in the Executive/Professional Handbook, the retiring employee has the option of continuing their enrollment in the District's health insurance plan for 24 months. A retired employee is eligible to remain in the District's medical plan for 24 months and is responsible for paying the full cost of the monthly premium (no District contribution).

- v. Health insurance benefits provided under COBRA and/or any transition retirement option run simultaneously with the benefits provided under the Plan and are credited against each other.

ARTICLE 15. EXTRA ACTIVITY STIPENDS

All stipends are subject to approval by the Superintendent, not to exceed \$3,000 per employee, per area of contribution, per year and not to exceed an aggregate amount of \$50,000 in any one fiscal year for significant extra activities and/or District-wide projects requiring a significant amount of weekend or evening work.

ARTICLE 16. GRIEVANCE GUIDELINES

A. Scope

These grievance guidelines are intended to provide a mechanism by which the Executive/Professional employees may express grievances they have in connection with their employment with the District. Matters that may be raised through these guidelines must be unequivocally linked to the language of the Executive/Professional Handbook. Specifically, the grievance must allege that one or more provisions of the Handbook has not been applied to the Executive/Professional employee or has been applied to him/her incorrectly. These guidelines are not intended to supersede any procedures adopted by the Board of Education for handling reports of harassment or discrimination.

These grievance guidelines are not intended to create and should not be interpreted as creating any contract of employment, property rights, privacy rights, due process rights or other contractual or constitutional rights, or other rights in any employee of the District.

These guidelines are only available for use by current Executive/Professional employees of the District. They may not be invoked by an individual who is no longer an employee of the District.

In its discretion, the District may modify the timelines or other procedures set forth in this Article. All employees, including those expressing a grievance, are expected to cooperate with any review or investigation conducted by the District.

The existence of a pending grievance does not preclude the District from terminating the employment of or taking disciplinary action against any employee involved in the grievance process, including the Executive/Professional employee initiating the grievance.

B. Basic Assumptions

Appropriate written documentation shall accompany all grievances. Such documentation shall include, but is not limited to, a letter from the Executive/Professional employee containing the following information:

- i. A specific reference to the Article of the Handbook, which the Executive/Professional employee believes has not been applied to him/her or has not been applied to him/her correctly.
- ii. A statement as to why the Executive/Professional employee believes that the identified Article of the Handbook has not been applied to him/her or has been applied to him/her incorrectly.

- iii. A statement as to how the Executive/Professional employee believes the grievance should be resolved.
- iv. Such documentation shall also include, but is not limited to, a copy of any written decision issued in connection with the grievance and a statement of the reasons the Executive/Professional employee is not satisfied with that decision.
- v. A grievance may be withdrawn at any level.
- vi. If the grievance affects more than one employee in one department, the processing of such grievance may commence at Level II.

C. Procedures

- i. Informal Resolution. An Executive/Professional employee with a grievance should first discuss the grievance with his/her immediate supervisor. The employee with the grievance may ask to have a CSPA or CSASE representative present during such discussion.
- ii. Level I. If the Executive/Professional employee is not satisfied with the outcome of the informal resolution process, he/she may request a Level I review within 30 business days of the informal resolution process. The Executive/Professional employee initiates a Level I review by submitting a letter to his/her immediate supervisor containing the information specified in paragraph (b)(1) of this Article. A copy of the letter must also be provided to the Division Head of Human Resources and the President of CSPA and/or CSASE. Upon receipt of the letter, the immediate supervisor will seek to investigate the grievance and to meet with the Executive/Professional employee within 10 business days, and to issue a written decision within 5 business days thereafter.
- iii. Level II. If the Executive/Professional employee is not satisfied with the decision rendered after the Level I review, the Executive/Professional employee may request a Level II review not more than 5 business days after the Level I decision is rendered. The Executive/Professional employee initiates a Level II review by submitting the documents specified in paragraph (b)(1) of this Article to the Division Head of Human Resources or designee. The Division Head of Human Resources or designee, the appropriate director and/or division head, and a representative from CSPA and/or CSASE will seek to investigate the grievance and to meet with the Executive/Professional employee within 10 business days, and to issue a written decision within 5 business days thereafter.
- iv. Level III. If the Executive/Professional employee is not satisfied with the decision rendered after the Level II review, the employee may request a Level III review not more than 5 business days after the Level II decision was rendered. The Executive/Professional employee initiates a Level III review by submitting the documentation specified in paragraph (b)(1) of this Article to the Superintendent or designee. The Executive/Professional employee may request a Level III review by the Superintendent or designee OR may request a peer appeal with the Meet and Confer Team.
- v. Superintendent or Designee. If the Executive/Professional employee requests a Level III review by the Superintendent or designee, the Superintendent or designee will seek to investigate the grievance and to meet with the Executive/Professional employee within

10 business days of the request. The Superintendent or designee will seek to render a written decision within 5 business days thereafter.

vi. Meet and Confer Team

1. The Meet and Confer Team will seek to investigate the grievance and to meet with the Executive/Professional employee within 15 business days of receiving a request for a Level III review, provided that Level I and Level II procedures have been followed.
2. Within 7 business days of the conclusion of the investigation and meeting, the leaders of the Meet and Confer Team will seek to present the decision of the Meet and Confer Team to the Executive/Professional employee. The decision will contain a written analysis of the grievance, along with the specific Article of the Handbook at which supports a finding in favor of or against the Executive/Professional employee bringing the grievance.
 - (a) A member of the Meet and Confer Team may elect to abstain from participating in the decision, without having to express a reason for doing so.
 - (b) When considering a grievance, the Meet and Confer Team will arrive at a decision based upon an unrecorded majority vote of team members present, subject to any abstentions.
3. If the Meet and Confer Team finds in favor of the employee (subject to the conditions of this Article), the written analysis will be forwarded to the Division Head of Human Resources or designee. The analysis will contain a recommendation by the Meet and Confer Team for resolution of the grievance presented by the Executive/Professional employee.
4. Within 7 business days of receiving the written analysis from the Meet and Confer Team, the Division Head of Human Resources or designee will seek to provide to the Executive/Professional employee and the leaders of the Meet and Confer Team a written response to the analysis submitted. The written response will state the decision reached by the Division Head of Human Resources or designee.
5. If a resolution has not been reached after presentation of the recommendation of the Meet and Confer Team as identified in step (b)(iii), the President of CSASE, the President of CSPA and the Division Head of Human Resources may meet to seek resolution of the situation in a less formal arena. Such considerations shall not be precedent setting and may be issues for consideration in the next Meet and Confer session.

D. Miscellaneous

- i. The Executive/Professional employee's failure to file a grievance within the stipulated time period or failure to appeal the grievance to the next level within the stipulated time period will constitute a waiver of the grievance.

- ii. If any individual designated to render a decision pursuant to these guidelines has a conflict of interest, that individual must abstain from participating in the decision-making process. A decision maker is deemed to have conflict of interest if he/she is the supervisor of the Executive/Professional employee who initiates the grievance or has been directly involved in the circumstances giving rise to the grievance. If that individual is the sole decision-maker, the Superintendent or his designee shall appoint another decision-maker.
- iii. To the extent permitted by law and to the extent such information is not privileged, the District may make available to the Executive/Professional employee, upon such employee's request, reasonable information in its possession or control that is relevant to the issues raised by the grievance.
- iv. The District will seek to maintain confidentiality in processing and if necessary, investigating any grievance made, so far as maintaining confidentiality is not inconsistent with processing or investigating the grievance, eliminating or remedying any misconduct found to have occurred or otherwise resolving the grievance, and/or preventing future misconduct or other circumstances that gave rise to the grievance. The District will notify those individuals it determines have a need to know about the grievance or whose involvement is necessary for processing, investigating, or otherwise addressing the grievance. The District may also notify law enforcement personnel as it determines appropriate in the circumstances.
- v. If a grievance made under these guidelines is mistaken or inaccurate, but was made in good faith, the Executive/Professional employee responsible for making the grievance will not be subject to any disciplinary action for having made the grievance.

ARTICLE 17. COMPLAINTS REGARDING AN EXECUTIVE/PROFESSIONAL

When a telephone call/letter regarding an Executive/Professional is received at the administration building, the communication is directed to the supervisor of the Executive/Professional. The immediate supervisor will contact the Executive/Professional and will review the concerns, which have been expressed. The supervisor may request the Executive/Professional to do follow-up or request that a different action be taken if policy so dictates. No record is kept regarding the number of calls received about an Executive/Professional.

When a person makes a complaint against an Executive/Professional, the supervisor, depending upon the nature of the complaint, shall promptly attempt to resolve the complaint informally.

If the complaint cannot be resolved informally, as determined by the supervisor, the complainant may be asked to put the complaint in writing or otherwise affirm in the Executive/Professional's presence his/her complaint. An unfounded complaint may not be used as evidence in any disciplinary proceedings or as evidence for an unsatisfactory performance rating.

If the complaint is non-criminal in nature and made in writing, the following procedures shall govern:

- 1) The Executive/Professional shall be promptly notified of the nature of the complaint, given a copy of the complaint, and notified of the identity of the complainant.
- 2) After notifying the Executive/Professional, the supervisor shall arrange a meeting within seven (7) work days with the complainant, the Executive/Professional, him/herself and if the Executive/Professional requests, the presidents of CSPA and/or CSASE (as per Article 16 A of

the Executive/Professional Handbook). The failure of a complainant to appear at such a meeting shall not keep the meeting from proceeding nor shall it preclude the further proceeding of the complaint if confirming evidence or facts have been obtained by the immediate supervisor.

- 3) If the complaint is supported by fact and if any record of the complaint or its formal or informal resolution is placed in the Executive/Professional's files, the Executive/Professional shall immediately be provided with a copy of such record and shall have the right to file a written response within seven (7) work days. If there is no evidence of similar conduct within a twelve (12) month period, the Executive/Professional employee may request that the record of such complaint, its resolution and/or the Executive/Professional's response be removed from their personnel file. If there is no evidence of similar conduct within a twenty-four (24) month period, the record for such complaint, its resolution and/or the Executive/Professional's response may not thereafter be used as evidence of the Executive/Professional's conduct in any disciplinary proceedings or evaluation process.

Nothing in the procedure shall be construed to prevent the Superintendent from conducting such investigations of Executive/Professional performance or conduct as is deemed advisable.

These guidelines are not intended to create and should not be interpreted as creating any contract of employment, property rights, privacy rights, due process rights, or other contractual or constitutional rights or other rights in any employee of the District.

ARTICLE 18. LEAVE PROVISIONS

A. Sick Leave and Personal Leave

- i. Sick Leave: Applies to both School Calendar Employees and Budget Calendar Employees as defined in Article 1. School Calendar 185-204 day employees will receive 11 days; School Calendar 205-225 day employees will receive 12 days; and both School Calendar 226 day employees and Budget Year employees will receive 14 days. Sick leave may be taken in one hour increments.
- ii. Personal Leave: Applies to both School Calendar Employees and Budget Calendar Employees as defined in Article 1. All personnel may use five days of sick leave as personal leave in a fiscal year. Personal leave may be taken in one hour increments.
- iii. Vacation Leave: Vacation days are addressed in full under Article 7. Vacation leave may be taken in one hour increments.

B. Other Leave

- i. District Closure Due to Inclement Weather: Sick leave, personal leave, or vacation leave absences that are taken on a day the District is closed due to inclement weather will not be charged to any employee as per Board Policy.
- ii. Jury Duty: Each employee will be granted leave when called for jury duty. An employee will be excused for one day of jury duty upon presentation of the jury summons. If an employee needs more than one day of jury duty leave, he/she is required to present the juror service certificate upon return to work. The employee will turn over any payment received for such service to the Fiscal Services Department, and no deduction will be made from the employee's salary.

- iii. Military: A maximum of fifteen (15) calendar days per year shall be granted without loss of pay to employees who participate in military service. Such leaves will not be cumulative.
- iv. Legal: Each employee will be granted leave when subpoenaed as a witness to report on an event related to District business matters or an event witnessed as a citizen. This leave does not apply in cases (whether the employee is a party or a witness) involving a dispute with the District. Leave for a personal matter for which an employee is subpoenaed as a witness will be under the personal leave policy.
- v. Family and Medical: Employees should refer to the Board of Education Policy Manual for the District's policy and regulation governing leave under the Family and Medical Leave Act.

ARTICLE 19. REHIRING BY DISTRICT

An individual rehired by the District within 12 months will not be considered to have a break in service, but the length of time they were not in the employ of the District will not accrue towards seniority. (Seniority examples include: sick leave reimbursement program, windows movement, etc.)

ARTICLE 20. REASSIGNMENT

All Executive/Professionals are at-will employees, whose employment can be terminated by the District, in its discretion, at any time, with or without advance notice, and with or without cause, although certain exceptions may exist in the case of Executive/Professionals subject to provisions of the Colorado Teacher Employment, Compensation and Dismissal Act. Executive/Professionals also are free to resign from employment at any time and for any reason.

In the event an Executive/Professional is involuntarily removed from his/her position for reasons such as reduction in force or restructuring, and the Executive/Professional has teacher certification, the individual, in accordance with applicable law, may have the option of moving into the teaching ranks and receive credit on the teacher's salary schedule for the years of service as an Executive/Professional. Upon reassignment, the individual will receive the same per diem rate he/she earned as an Executive/Professional for one full year, reverting to the teacher salary schedule the second year.

If the individual holds a teacher's license and accepts reassignment to a teaching position, the individual is no longer classified as an Executive/Professional and the individual's employment is subject to state statute and District policies and procedures applicable to teachers. This Article is not intended to create, and should not be interpreted as creating an express or implied contract, including a contract of employment or any property right, privacy right, right to due process, or other contractual or constitutional right. This Article does not create an obligation to provide an Executive/Professional subject to involuntary removal or reassignment with a formal or informal hearing or with any form of due process.

Colorado Springs School District 11
Executive/Professional Handbook

Professional Development Fund Guideline

Taxable reimbursements

Professional Development Fund reimbursements for capital purchases \$100 or more are includable as taxable income and will be paid to the employee on their payroll check. Home computers, software, laptops, peripheral computer equipment and upgrades to computer equipment are considered capital purchases.

PDF funds may be used for the initial purchase price of cell phones and pagers; activation and monthly service charges are the responsibility of the employee. The employee should prepare a PDF form (available on the District's website under "PDF") noting "PDF" on the account number line, attach supporting documentation (an original invoice) and submit to the supervisor of the accounts payable department. **The P-card and purchase orders cannot be used for PDF purchases.** Generally, original invoices should always be the supporting documentation except in the instance of the purchase of a computer where a copy of the invoice is acceptable. The employee and the employee's supervisor must sign the PDF form. Please note that a prior year expense cannot be funded from the current year allotment.

After receipt of the PDF form, the accounting department will forward the PDF form to the payroll department. The amount received on the payroll check will be net of Medicare, state and federal withholding taxes. The reimbursement is not subject to PERA withholding.

Nontaxable reimbursements

Submit a travel request when requesting leave and PDF for other reimbursements.

Capital purchases less than \$100 along with all reimbursements for membership dues, travel, conferences, software, internet service fees, reference materials, etc., will be paid to the employee as a nontaxable transaction. The employee should prepare a PDF form or travel request noting "PDF" on the account number line, attach supporting documentation (an original invoice) and submit to the accounting department. The employee and the employee's supervisor must sign the PDF form or the travel request. Please note that prior year expense cannot be funded from the current year allotment. Checks will be mailed unless it is noted on the request that the check is to be held for pickup. **Again, the P-card cannot be used for PDF purchases.**

Payments Made Directly to Vendors

Payments made for purchase services (*i.e.*, subscriptions, conferences, dues, etc.) may be made directly to the vendor upon receipt of a prepared PDF form or travel request form with the proper supporting documentation. There will be no advance payment to vendors for the purchase of professional equipment or supplies; the employee must make the purchase prior to reimbursement. **Purchase orders cannot be used to purchase items from the Professional Development Fund nor can the P-card be used to make purchases.**

How to Look at Your PDF Account Balance

The navigation to look up balances in your PDF account is as follows:

From the District's web page, click on INTRANET and then click on ENTER. On the right side of this page, in the blue column, is a link that reads "Check Your P.D.F. Account Balance." Click on this link and it will take you to the page to access the previous year's and current year's balances. The links to click on are at the top of this page in blue. Or click on the link on the left side of the CSASE web page on the District's web site.

Amended 7/2005
Amended ___/2009