Colorado Springs School District 11
2011-2012 Executive/Professional
Meet and Confer Handbook

DISCLAIMER

The Executive/Professional Handbook (The "Handbook") is not intended to create, and should not be interpreted as creating an express implied contract, including a contract of employment. The Handbook is also not intended to create, and should not be interpreted as creating property rights, privacy rights, rights to due process, or other contractual or constitutional rights.

EMPLOYMENT-AT-WILL

Except for employees who are subject to the Colorado Teacher Compensation and Dismissal Act ("TECDA") and in accordance with applicable law and all Executive/Professional employees of the district are at-will employees. This means that either the employees or the district may terminate employment at any time, with or without advance notice, and with or without cause.

No exception to this at-will employment provision will be effective unless it is expressly set forth in specific terms in an agreement in writing between the district and the employee and signed by both employee and the president of the Board of Education ("The Board") following approval by the Board.

NON-DISCRIMINATION IN EMPLOYMENT

School District 11 is committed to a policy of nondiscrimination in relation to race, creed, color, sex (gender), ancestry, sexual orientation, religion, national origin, age and/or disability. Any harassment/discrimination of students and/or staff, based on the aforementioned protected areas will not be tolerated and must be brought to the immediate attention of the school principal, District 11 administrator/supervisor or District 11 nondiscrimination compliance/grievance coordinator.

NONDISCRIMINATION COMPLIANCE COORDINATOR Marvin R. Adams, Office of Equal Opportunity Programs and Ombudservices, 711 E. San Raphael, 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 (15) 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. Notwithstanding any other provision of this Executive/Professional handbook, effective beginning with fiscal year 2011-2012, all regularly employed Executive/Professionals will receive a reduction of compensable days equivalent to two (2) days. The furlough days will be without pay and the employee will not complete any type of work on these days. Only the year-round "Budget Calendar" positions (260 day) shall be converted to 226 days for equivalency with "School Calendar" positions. The financial impact of the furlough days is to be spread evenly across all twelve paychecks. An Executive/Professional that begins employment after July 1, 2011, will be subject to a payroll reduction of compensable days equivalent to two (2) days, however, the payroll deduction will be distributed over the remaining pay periods appropriately.

E. 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 Executive Director of Human Resources to help facilitate this change.

F. The current employee salary ranges have been determined based in part on the 2007 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.

Define

G. 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 comprehensive market analysis will be conducted at least every twenty-four (24) months, budget permitting. 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 Budget Modified Request (BMR) for salary adjustments, if feasible, and when a new-year budget does not incorporate any salary adjustments. Department of Human Resources (HR) is committed to submitting BMRs (or its equivalent) as long as the current salary survey indicates a need for such adjustments. A market analysis will be done for benchmark Executive/Professional positions to be completed in house for the 2011-2012 school year.

H. Executive/Professional employees shall be assigned to windows based on the following formula:

Years in the Window	Salary Range Placement
3	Window 1
4	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.

Changes to windows will be postponed until economic conditions allow such changes as determined by the District, recommendations are made by the Salary Restructure Committee, and the Board approves any salary recommendations.

I. Upon appointment to a position, an individual will be placed at the appropriate salary window as described above. At the time of employment, the Executive Director 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 the appropriate salary window in the new position permits an increase in salary.

J. Salary

When an Executive/Professional applies for a position other than the one currently held 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 job 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.

K. Salary Increase

For the 2011-2012 school year salaries for all Executive/Professional employees shall be adjusted by .25%. The District will also pay a 1% one-time, non-recurring payment on December 1, 2011.

L. Salary/Benefit Corrections

In situations where an employee is overpaid or underpaid by the District with respect to his/her salary or benefits, neither the employee nor the District may recover from the other the amount of

overpayment or underpayment over a period greater than two years from the date the employee or the District notifies the other of the overpayment or underpayment.

M. Salary Restructure Committee

For SY 2011-2012, the Executive Director of Human Resources shall continue with the committee ("Committee") to review the salary structure for Executive/Professional employees, review years in windows, review the current market analysis, explore the feasibility of a differential pool, and make recommendations thereon. The Committee consists of at least one representative from the District's Human Resources Department, at least one representative from the District's Business Services Department, three (3) Principals or Assistant Principals, three (3) Directors or Executive Directors, three (3) non-supervisory Executive/Professional employees and the Board Treasurer.

ARTICLE 2. WORKER'S COMPENSATION

An employee is eligible for workers' compensation leave from the district during the period of time he/she is temporarily disabled as a direct result of an injury arising out of, and in the course of, his/her employment which qualifies for an indemnity payment per the Colorado Workers' Compensation Act.

Workers' compensation leave shall be available only to those employees who sustain a temporary total disability or temporary partial disability and are unable to perform all or part of their regularly assigned duties as determined by the authorized treating physician.

The source for compensation for an employee on workers' compensation leave shall be the indemnity payment per the Colorado Workers' Compensation Act and the Rules set forth by the Colorado Division of Workers' Compensation. During the period of compensated workers' compensation leave, the district shall not charge any time from vacation, sick, or personal leave. The employee will have no access to vacation, sick or personal leave for an absence related to a compensable workers' compensation injury. However, an injured employee may request and the District will apply Sick Leave, where available, for the state-mandated, three-day waiting period referenced in the Colorado Workers' Compensation Act. Sick Leave Bank is not applicable for leave related to a compensable work-related injury.

The District may, at their discretion, place the employee in a "modified duty – return to work" program. The employee may not refuse the "modified duty" approved by an authorized treating physician. The employee will receive his/her rate of pay for the time worked, any hours less than his/her regular assignment will be compensated per the Colorado Workers' Compensation Act at a rate of 66 and 2/3% of the employee's average weekly wage.

A second medical opinion is available per the guidelines set forth in the Colorado Workers' Compensation Act and the Rules set forth by the Colorado Division of Workers' Compensation. ` Payment for a second opinion is determined on a case by case basis depending on the applicable section of Colorado Workers' Compensation Act and/or rules of procedure. It is recommended that a District 11 employee contact the District 11 adjuster or the workers' compensation manager be contacted for further information prior to seeking a second opinion.

An employee shall continue to have District 11 insurance(s) while the employee is under temporary total or partial disability. The employee shall be responsible for his/her share of the monthly premium(s) if applicable.

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 with at least one Exclusive Provider Organization (EPO). The District shall pay seventy-five (75%) of the EPO premium. Part-time (those who work less than 30 hours per week) Exec/Pro employees do not get benefits. Employees will not be required to carry health insurance through the District.

The benefit coverage effective date for new hires is the first day of the month following the date of hire provided the enrollment form is received within 31 days of hire. Employees who do not turn in their completed enrollment form within 31 days of hire will be required to wait until the next open enrollment period to elect coverage unless they have a qualifying event (e.g. loss of coverage) that would permit enrollment in the plan prior to the annual open enrollment period.

B. Dental Insurance

The District shall offer dental, vision and life insurance through either self-insurance or through private carrier(s). The District will assure that the life insurance will be two (2) times the employee's contracted salary amount. Premium payments will be shared with the District paying 75% for the employee only. Dependent coverage will be the total responsibility of the employee.

C. 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.

D. 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. There are two (2) components to the 125 Flex Plan.

1. Premium Payments
All employees enrolled in the medical, dental and/or vision plans will have their portion of the insurance premiums automatically deducted pre-tax from the pay checks. Employees who do not desire to participate in the insurance premium pre-tax portion of t he cafeteria plan may elect to withdraw from the cafeteria plan by filing the appropriate form with the District's Benefits Department during the "Open Enrollment" each year.

2. Medical and Dependent Care Expense (Flexible Spending Account)
benefit eligible employees who desire to set aside money for medical and/or dependent care expenses on a pre-tax basis may do so during "Open Enrollment" period each year. Employees must re-enroll in the Medical and Dependent Care Expense portion of the 125 Flex Plan each year.

All benefit eligible employees will receive a written notification prior to the annual open enrollment period informing them of their options including their option to withdraw from the

premium portion of the Plan. They will be reminded that if they are considering retirement in the next three (3) years that their compensation for PERA will be improved if they, in fact, withdraw as it will increase their compensation for PERA. This program is explained in greater detail by Employee Benefits.

ARTICLE 4. PERSONAL PROPERTY DAMAGE REIMBURSEMENT

Personal Property Damage Reimbursement due to Vandalism and/or Theft

The District may *reimburse* an employee for damages to his/her personal property resulting from vandalism or theft, while on District property and during the course and scope of his/her employment, when the loss has been proven to be a district-related loss after an investigation. In addition, the District may reimburse the employee for damage to his/her personal property that occurred off 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/her employment. *Reimbursement* will be limited to a maximum $500 per incident and $1,000 per year and shall be for those actual damages not covered by insurance or otherwise reimbursed or recouped. To be eligible for reimbursement, the employee must meet **all** the following criteria:

A. Employee has taken reasonable precautions to protect his or her personal property
B. A Colorado Springs Police report has been filed in a timely manner
C. Immediate notification to employee's supervisor
D. Notification to Risk Management within 5 business days
E. Completed District "Property Damage to Employee Property" claim form forwarded to Risk Management with all required documentation
F. Submitted evidence of actual damages incurred as well as documentation of the original purchase cost and/or ownership where applicable

Damage to windshield or keyed vehicles will only be reimbursed if it is the result of proven vandalism on District premises as stated in paragraph one of this Article.

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.

The District's errors and omissions professional liability generally covers claims asserted against employees for a wrongful act or arising out of an act or omission allegedly committed by an employee, when 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 filed 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 K-12 Schools 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.

C. Employees are not allowed to carry more than 20 hours of vacation time from year to year. Notification for this should be submitted to your immediate supervisor. Vacation hours in excess of that described above will be forfeited as of June 30 of each year. The Superintendent may consider an exception for emergencies on a case-by-case basis for vacation hours in excess of 20 hours.

D. Upon termination of employment, Executive/Professional employees shall be paid at full per diem for unused and accrued vacation.

E. 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. 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).

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 (2) individuals chosen from the Division of Technology Services; two (2) individuals chosen from the Division of Instruction and Curriculum Support Services; two (2) individuals chosen from school based positions; and two (2) individuals from the Division of Business Services.

i. The Executive/Professional organization will recommend to the Executive Director 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 (3) years with two (2) 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. When the duties of an Executive/Professional job have changed significantly, the supervisor may have the job reviewed to see if it should be placed in a different pay grade. To reclassify an Executive/Professional position the supervisor needs to send the Director of Compensation the old job description, the new job description, and a memo indicating the significant changes to the job. The Director of Compensation will schedule a meeting of the Executive/Professional Job Evaluation committee to review the new job description and make a recommendation regarding its grade on the salary schedule. 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 as 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. An official written response will be made within ninety (90) days following the submission of all paperwork by the Executive/Professional employee. Compensation changes shall take effect on the first day of the month following the approval unless otherwise determined by the Board of Education.

The Executive Director of 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 BENEFITS INSURANCE COMMITTEE

The District shall establish a Benefits Insurance Committee of thirteen (13) members, which shall be comprised in a manner to reflect the views and interests of all groups of employees. The Benefits Insurance Committee shall review existing benefit insurance coverages and shall consider how to contain escalating costs as specified in an annual charge from the Board. The chairman of the Benefits Insurance Committee shall serve ex-officio and be appointed by the Superintendent or designee. The Superintendent or designee will transmit reports and any other recommendations to the Board of Directors for consideration. The recommendations of the Benefits 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 issues, performance evaluations, 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 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.

i. **Under the 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-time[1], continuous (without a break in service[2]) service in the Executive/Professional employee group by June 30 of the year of the application for sick leave retirement reimbursement is submitted.

ii. **Under the 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. the first working Friday following the winter break.

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[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.*

[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.*

iii. **Under the 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.

iv. **Under the Sick Leave Reimbursement Plan**
The Executive Director of Human Resources may waive eligibility criteria for participation in the sick leave reimbursement plan 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 sick leave reimbursement plan 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.

v. **Under the 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.

vi. **Under the Sick Leave Reimbursement Plan**
The district will hold-harmless the Executive/Professional sick leave budget for the financial impact of sick leave liability related to leave accrued by an Executive/Professional employee while not employed in the Executive/Professional employee group. An example of this includes a teacher who becomes a principal and has years of sick leave accrued as a teacher.

vii. **Under the 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.

viii. **Under the Sick Leave Reimbursement Plan**
Any Executive/Professional employee who is re-hired by the District after retiring and received a reimbursement as part of the **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 June 30, 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 or the agreed upon date. All other employee benefit insurance coverages will be provided through the end of July or the agreed upon date.

iv. 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. 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.

C. Employees who retire at the end of the fiscal year and return to employment with the district the following school year, and did not submit paperwork to work a transition year, will be treated as though they were a transition employee for purposes of salary and benefits. Such employees will have their salary reduced by the amount of the employer tax the district has to pay on their salary. In addition, they will not have any sick leave or vacation time and any time off from work will be taken without pay and the absence may not be made up. Based on the employee's FTE status, he/she will continue to be eligible for any health insurance benefits which other transition employees are eligible to receive. Y

D. Any Executive/Professional employee who officially retires from the District must submit a binding letter of retirement to the Human Resources Department.

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, and in accordance with applicable law.

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 Executive Director 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 Deputy Superintendent of Personnel Support Services or designee. The Deputy Superintendent of Personnel Support Services 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 Deputy Superintendent of Personnel Support Services 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 Deputy Superintendent of Personnel Support Services 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 Deputy Superintendent of Personnel Support Services 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 Deputy Superintendent of Personnel Support Services 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 should be directed to the immediate supervisor of the Executive/Professional. The immediate supervisor should contact the Executive/Professional and 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 guidelines should be followed:

1) The Executive/Professional should be promptly notified of the nature of the complaint, given a copy of the complaint if it is writing, and notified of the identity of the complainant.

2) After notifying the Executive/Professional, the supervisor should 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 or CSASE (as per Article 16 A of the this 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 employee should immediately be provided with a copy of such record and may 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 be subject to Board Policy EBCE.

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.

vi. Sick Leave Bank. When requesting sick leave time from the Sick Leave Bank, an Executive/Professional employee must first have used up all his/her paid/sick leave and all but 40 hours of accrued vacation before he/she may be granted Sick Leave Bank hours.

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 or other applicable law. 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 be compensated in accordance with the most-recently approved version of Board Policy GCKB.

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.

ARTICLE 21. FLEXIBLE LABOR EXPERTS (FLEX) PLAN

A. Introduction

The District believes that a pool of part-time Executive Professionals could supplement the district's staff and provide the benefit of expertise and cost savings for the district. No more than five percent (5%) of the District's positions will be occupied by Flexible Labor Experts.

B. Calculation of Daily Salary

The calculation of Daily Salary for FLEX plan employees shall be based on the appropriate salary times eighty percent (80%) divided by the number of work days times the FTE percentage, less furlough days. The remaining twenty percent (20%) will be used to offset the cost of PERA.

C. Employee Benefits

FLEX Plan employees shall have all the same benefits in Article 3 with the exception of the employee benefit premium payment sharing provisions. In order to ensure the financial viability of the health care plan, health, dental, vision, and life premiums will be shared with the district paying the equivalent of fifty percent (50%) of the premium and the employee paying the remaining portion of the premium. FLEX Plan employees must be contracted for a minimum of ninety (90) days per school year to be eligible for benefits.

D. Leaves

FLEX Plan Executive Professionals are not eligible for paid leave days. However, FLEX Plan employees shall be eligible to work on non-student contact days.

E. Rights and Responsibilities

FLEX Plan Executive Professionals shall be entitled to all right and responsibilities contained in the Executive Professional Handbook except those expressly stated within this article.