

RESOLUTION 2012-24
COLORADO SPRINGS
SCHOOL DISTRICT 11
MEET AND CONFER FOR
EXECUTIVE/PROFESSIONAL EMPLOYEES

WHEREAS, a Meet and Confer process has been conducted and concluded between Colorado Springs School District 11 (the "District") and the Executive/Professional Employees that has resulted in the endorsement of the language of this Meet and Confer Resolution:

AND WHEREAS, having duly considered the resources available to the District, the wage and benefits modification described herein are intended to address the needs of the District to maintain a quality work force, while simultaneously making prudent fiscal policy:

NOW THEREFORE, the Board of Education of the District (the "Board") hereby adopts the changes set forth below:

The following is a general description of the changes to the wage, benefit and other employment provisions set forth in the Executive/Professional Handbook (the "Handbook") applicable to Executive/Professional employees of the District. The changes described herein will be effective for the period beginning July 1, 2012 and ending June 30, 2013 (the "Term"). Unless the Board expressly modifies the changes described herein, these changes shall continue in effect, from month to month, after the end of the Term. Except as otherwise expressly provided herein, or to the extent otherwise inconsistent with the provisions of this Resolution, all benefit, compensation and other employment provisions set forth in the Handbook and resulting Meet and Confer resolutions related thereto in effect on June 30, 2012 shall continue to remain in effect.

1. COMPENSATION

For the 2012-2013 school year, salaries for all Executive/Professional employees shall be adjusted by .57%.

The District will also pay a .65% one-time, non-recurring payment on November 1, 2012.

Effective July 1, 2012, the District continues to contribute to the employer share of PERA.

2. HANDBOOK CHANGES

GENERAL STATEMENT OF UNDERSTANDING

This Handbook is a cooperative effort between the District and Executive Professional employees. The Executive/Professional Meet and Confer Handbook (The "Handbook") is intended to provide Executive/Professional employees with general guidelines only.

The District is the primary employer of Executive Professionals and the Executive Professional employees owe certain responsibilities and obligations to the District.

The Board is the governing body of the District and possesses certain powers and duties under the Constitution and the laws of the State of Colorado, which may not be delegated, limited, or abrogated by policies and procedures. The Board has the sole and exclusive right to exercise all functions of management within the scope of the law.

The Board and Superintendent retain the power to modify the provisions of the Handbook after discussion with the meet and confer team.

Except as provided by the Teacher Employment, Compensation and Dismissal Act (to the extent it applies) Executive Professionals are “at-will employees,” as that term is defined under Colorado law, accordingly, their employment can be terminated by the District, in its discretion, at any time, with or without advance notice, and with or without cause. Executive Professionals also are free to resign from employment at any time and for any reason.

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

The Board recognizes that attractive compensation plans, which include adequate salary and employee benefits, are necessary to attract and retain well-qualified employees to deliver quality educational services. 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. The work day for administrative, supervisory, and exempt level personnel is eight (8) hours, notwithstanding Article 20 of this Handbook. The hours of work and schedule may vary to fulfill the requirements of the position.

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 posted on the District 11 Human Resources website. ~~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.

- i. Twelve-month employees (260 day) employees shall be granted at least thirteen (13) holidays, as designated by the Board, with pay per school year. School-year employees shall not be paid for holidays.
- D. Notwithstanding the above or any articles that are contrary to this subsection, effective beginning with Fiscal year 2012-2013, all regularly employed Executive Professional employees 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. The daily rate deduction for 260 day Executive Professional staff will be calculated by taking the employee's annual base benefits rate divided by 226. The financial impact of the furlough days is to be spread evenly across seven (7) paychecks (January-July).

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.

K. Salary Increase

For the 2012-2013 school year, salaries for all Executive/Professional employees shall be adjusted by .57%. The District will also pay a .65% one-time, non-recurring payment on November 1, 2012. ~~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.~~

M. Salary Restructure Committee

For SY ~~2011-2012~~-2013, 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 3. EMPLOYEE INSURANCE BENEFITS

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, **except as defined pursuant to Article 20, Flexible Labor Expert (FLEX) Plan.** Employees will not be required to carry health insurance through the District.

D. IRS Section 125 Plan

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 the "Open Enrollment" period each year. Employees must re-enroll in **this** ~~the Medical and~~
~~Dependent Care Expense~~ portion of the 125 Flex Plan each year.

ARTICLE 4. PERSONAL PROPERTY DAMAGE REIMBURSEMENT

No changes

ARTICLE 5. PERSONAL LIABILITY PROTECTION

No changes

ARTICLE 6. ADMINISTRATIVE CALENDAR

No changes

ARTICLE 7. VACATION FOR BUDGET CALENDAR EMPLOYEES

No changes

ARTICLE 8. PROFESSIONAL DEVELOPMENT FUND

No changes

ARTICLE 9. RECLASSIFICATION

A. Job Reclassification Committee

The Job Reclassification Committee for the Executive/Professional employee group shall consist of ~~six~~ **eight** 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.

ARTICLE 10. DISTRICT EMPLOYEE BENEFITS INSURANCE COMMITTEE

The District shall establish a **District Employee** 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 committee is currently structured as follows as appointed by the group presidents and the superintendent: six (6) teachers, two (2) Exec Pros, four (4) ESP representatives and one (1) retiree representative.** The **District Employee** 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 **District Employee** 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 **District Employee** 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~~ **will strive to** consist of Executive/Professional employees **(both in building and not in building)** at least equal to the representation of any other employee group involved, ~~unless the committee is structured in such a way that to~~ prevents voting dominance of any individual employee group. In the latter case, the amount of representation shall **will strive to** be mutually agreed upon by the Superintendent and the CSASE and CSPA **Presidents and is subject to Board policy BG and BDF, as applicable. The responsibility of designating appropriate Executive Professional representation will be shared between the chair of the committee 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 **are** subject to **Superintendent approval and/or Board of Education policies, as applicable. approval.** A list of all District committees is available on the **District 11 Superintendent's website :**
(<http://www.d11.org/Superintendent/Documents/Committees.pdf>)**

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. 12. SICK LEAVE REIMBURSEMENT

No changes

ARTICLE 14. 13. SEPARATION/RETIREMENT

- i. Health insurance benefits provided under COBRA take effect on the benefit termination date following any transition year. ~~—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):
 - iii. Health insurance benefits provided under COBRA ~~take effect on the benefit termination date following any transition year. —and/or any transition retirement option run simultaneously with the benefits provided under the Plan and are credited against each other.~~
- C. **No special health insurance benefits are provided under the Sick Leave Reimbursement Plan. Retiring employees who work a “transition year” may receive any health insurance**

benefits provided in connection with the transition year employment. Otherwise, health insurance benefits provided under COBRA will apply after all District employment is terminated.

ARTICLE 14. EXTRA ACTIVITY STIPENDS

B. SUPERINTENDENT REORGANIZATION/TRANSFER

Effective July 1, 2012, the Superintendent shall have the authority to grant a stipend, not to exceed \$5,000 per employee, for the assignment of additional job responsibilities related to a department restructure, reorganization or a transfer to another school or department. The stipend is non-recurring and will be reviewed on an annual basis depending upon the circumstances. This stipend is intended to compensate the employee for additional work responsibilities in the new position. The aggregate amount awarded each year by the Superintendent is not to exceed \$50,000.

ARTICLE 15. GRIEVANCE GUIDELINES

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 **another Executive Professional employee** ~~CSPA or CSASE~~ representative present during such discussion.
- 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 **President and President-Elect of CSASE, unless a conflict of interest arises, in which an alternate CSASE Board member is to be designated. Meet and Confer Team.**
 - a.) **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.
- v. **President and President-Elect of CSASE** ~~Meet and Confer Team~~
 1. The **President and President-Elect of CSASE** ~~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~~ **President and President-Elect of CSASE 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~~ **President and President-Elect of CSASE 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 **President and President-Elect of CSASE 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 **President and President-Elect of CSASE 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 **President and President Elect of CSASE 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 **President and President-Elect of CSASE 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~~ **President and President-Elect of CSASE 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 **President and President-Elect of CSASE 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.

ARTICLE 17. 16. COMPLAINTS REGARDING AN EXECUTIVE/PROFESSIONAL

When a **complaint** ~~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 **complaints** ~~calls~~ received about an Executive/Professional.

ARTICLE ~~18~~ 17. LEAVE PROVISIONS

- v. Family and Medical Leave Act: Employees should refer to the Board of Education Policy ~~Manual~~ for the District's policy and regulation, **GBGF and GBGF-R**, governing leave under the Family and Medical Leave Act.
- vii. Educational Leave: Educational leave may be granted upon the request of the employee with verifiable educational enrollment and coursework documentation.
- viii. Donated Hardship Leave: An employee may be eligible for up to 30 days of donated leave for personal illness/injury or the employee's immediate family member under the Donated Hardship leave program. Donated sick leave shall be defined as a serious illness/injury of a catastrophic nature that may qualify an individual for long term disability under the District's Long Term Disability Insurance Plan. An employee is eligible to donate up to five (5) days to another Executive Professional. Verification of such illness/injury may be required at reasonable intervals.

ARTICLE ~~19~~ 18. REHIRING BY DISTRICT

No changes

ARTICLE ~~20~~ 19. REASSIGNMENT

No changes

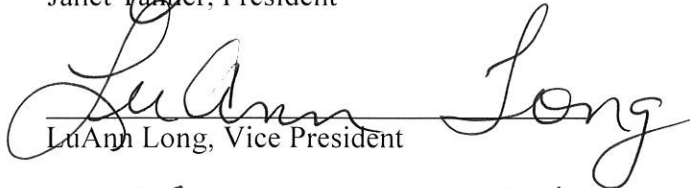
ARTICLE ~~21~~ 20. FLEXIBLE LABOR EXPERTS (FLEX) PLAN

No changes

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the District to be affixed to this Resolution regarding the 2012/2013 Meet and Confer between the Executive Professionals and the District this 16 day of May, 2012.

BOARD OF EDUCATION


Janet Tanner, President


LuAnn Long, Vice President


Elaine Naleski, Secretary



Nora Brown, Treasurer


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Secretary to the Board of Education