

**RESOLUTION 2011-23**  
**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, 2011 and ending June 30, 2012 (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, 2010 shall continue to remain in effect.

The Meet and Confer Resolution and the Handbook do not create an express or implied contract, including a contract of employment, and do not create any property or privacy rights, rights to due process, or constitutional rights.

**1. COMPENSATION**

Effective July 1, 2011, the base pay rates for Executive Professional employees will be adjusted by the District to reflect a .25 % recurring increase annually.

Executive Professional staff shall receive a 1.0% one-time, non-recurring payment to be payable on December 1, 2011 for FY 2011 – 2012.

Effective July 1, 2011, the salary schedule for Executive Professional employees will remain the same as in Article 1 (no changes recommended).

Effective July 1, 2011, the District continues to contribute to the employer share of PERA.

**2. HANDBOOK CHANGES**

## 2. HANDBOOK CHANGES

The following is a summary of the major proposed changes to the 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, 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, signed by both the employee and the president of the Board of Education (The "Board") following approval by the Board.

### ARTICLE 1 – EXECUTIVE/PROFESSIONAL SALARIES

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, or "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 7/1/2011, employee 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.

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 eighteen (18)~~ to 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 ~~Incremental~~ Budget Modified Request (BMR) (~~IBR~~) for salary adjustments, if feasible, and when a new-year budget does not incorporate any salary adjustments. ~~Division~~ Department of Human Resources (HR) is committed to submitting BMRs ~~IBRs~~ (or its equivalent) as long as the

current salary survey indicates a need for such adjustments. ~~For School Year 2009-2010 and School Year 2010-2011, there will be no salary adjustment.~~ A market analysis will be done for benchmark Executive/Professional positions to be completed in house for the 2011-2012 school year.

K. ~~For the 2009-2010 and 2010-2011 budget years,~~ For the 2011-2012 school year salaries for all Executive/Professional employees shall be adjusted by .25% ~~0%~~. The District will also pay a 1% one-time, non-recurring payment on 12/1/11.

## **ARTICLE 2 – WORKERS 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 "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 you contact your district 11 adjuster, or the workers' compensation manager for further information prior to seeking a second opinion.*

An employee shall continue to have school district 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.

~~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 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, Vision, Life**

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 with the premium for such coverage to be borne at 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 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 their pay checks. 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 Benefits Department during "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 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 REPLACEMENT**

### **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, 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 filed under one of the District's policies, should report to Risk Management.

## **ARTICLE 6 – ADMINISTRATIVE CALENDAR**

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 of School Management upon request.

## ARTICLE 7 – VACATION FOR BUDGET CALENDAR EMPLOYEES

- C. Employees are not allowed to carry over more than ~~40~~20 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 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.

## ARTICLE 8 – PROFESSIONAL DEVELOPMENT FUND

No changes.

## ARTICLE 9 – RECLASSIFICATION

### A. Job Reclassification Committee

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 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. 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 ~~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 shall establish an 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, 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**

No change

#### **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.

~~Under the 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.~~

- 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<sup>1</sup>, continuous

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<sup>1</sup> 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



(without a break in service<sup>2</sup>) 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 ~~on Tuesday following Thanksgiving, prior to retirement.~~
- 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 ~~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 sick leave reimbursement plan ~~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.
- 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.

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*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.*

<sup>2</sup>*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.*

- 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 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 ~~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 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.
- 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**

No change

**ARTICLE 16 – GRIEVANCE GUIDELINES**

No change

**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~~ should be directed to the immediate supervisor of the Executive/Professional. The immediate supervisor ~~will~~ should 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 guidelines should be followed ~~procedures shall govern~~:

1. The Executive/Professional ~~shall~~ should be promptly notified of the nature of the complaint, given a copy of the complaint if it is in writing, and notified of the identity of the complainant.
2. After notifying the Executive/Professional, the supervisor ~~shall~~ 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 and/or CSASE (as per Article 16 A of ~~the Executive/Professional~~ 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 ~~shall~~ immediately be provided with a copy of such record and ~~shall have the right to~~ 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.

#### **ARTICLE 18 – LEAVE PROVISIONS**

No change

#### **ARTICLE 19 – REHIRING BY DISTRICT**

No change

#### **ARTICLE 20 – REASSIGNMENT**

No change

#### **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

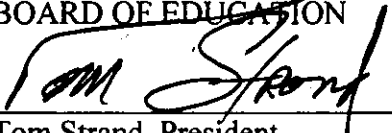
FLEX Plan Executive Professionals are not eligible for paid leave days. However, FLEX Plan employees shall be eligible to work on non-student contact days.

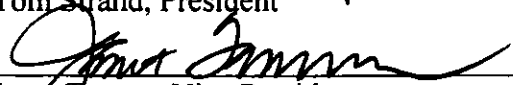
E. Rights and Responsibilities

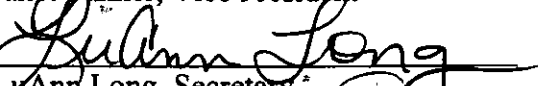
FLEX Plan Executive Professionals shall be entitled to all rights and responsibilities contained in the Executive Professional Handbook except those expressly stated within this article.

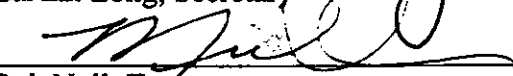
**WHEREFORE**, the above-described changes to the Executive/Professional Handbook are hereby adopted by the Board of Education of Colorado Springs School District 11 in Colorado Springs, Colorado this 18<sup>th</sup> day of MAY, 2011.


**BOARD OF EDUCATION**


  
Tom Strand, President

  
Janet Tanner, Vice President

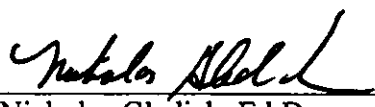
  
LuAnn Long, Secretary

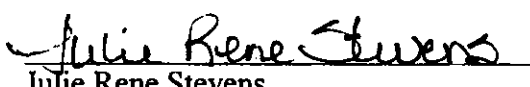
  
Bob Null, Treasurer

  
Charles Bobbitt, Director

  
Al Loma, Director

  
Sandra Mann, Director

  
Nicholas Gledich, Ed.D.,  
Superintendent

  
Julie Rene Stevens  
Secretary to the Board of Education