

ADAMS COUNTY SCHOOL DISTRICT 14
4720 EAST 69TH Avenue
Commerce City, Colorado 80022



ADMINISTRATORS MEET AND CONFER HANDBOOK

Effective July 1, 2006 through June 30, 2009
Revised July 1 2008 through June 30, 2009

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**ADAMS COUNTY SCHOOL DISTRICT 14
ADMINISTRATOR MEET AND CONFER HANDBOOK**

Administrator is intended to apply to certificated and classified administrators including Directors, Principals, Assistant Principals, Classified Managers, and Administrative Assistant to the Superintendent. The COO, CFO, Chief Human Resource Officer, Chief Academic Officer, and Chief Education Programs Officer and the Assistant Superintendent will be referred to as Division Level Executives throughout the handbook.

ARTICLE 1 – LONGEVITY PAY

Effective July 1, 2008, the following shall be the longevity payment schedule.

- 1-1-1 A longevity payment of one thousand five hundred seventeen dollars (\$1,517.00) per year shall be made to each administrator or Division Level Executive who has completed ten (10) years of service in the District.
- 1-1-2 An additional longevity payment of one thousand five hundred seventeen dollars (\$1,517.00) per year shall be made to each administrator or Division Level Executive who has completed thirteen (13) years of service.
- 1-1-3 An additional longevity payment of one thousand five hundred seventeen dollars (\$1,517.00) per year shall be made to each administrator or Division Level Executive who has completed sixteen (16) years of service in the District.
- 1-1-4 An additional longevity payment of one thousand five hundred seventeen dollars (\$1,517.00) per year shall be made to each administrator or Division Level Executive who has completed nineteen (19) years of service in the District.
- 1-1-5 An additional longevity payment of one thousand five hundred seventeen dollars (\$1,517.00) per year shall be made to each administrator or Division Level Executive who has completed twenty-two (22) years of service in the District.

- 1-1-6 Payment of longevity shall be made in monthly installments commencing the month following completion of 10, 13, 16, 19, and 22 years of service in the district.

ARTICLE 2 – INSURANCE

- 2-1 Effective July 1, 2008, the district will make a monthly contribution of seven hundred fourteen dollars and 65 cents (\$714.65) on behalf of each administrator or Division Level Executive for fringe benefits. The funds are to be distributed at the discretion of the employee toward self and/or family coverage with any remaining funds placed in a district-approved tax sheltered annuity. The district-approved plans are:

Health/Hospitalization, *Vision, *Group Life, *Dental, *Disability, Tax Shelter Annuity

*Mandatory participation

ARTICLE 3 – INSURANCE ON EXTENDED LEAVES OF ABSENCE

- 3-1 An administrator or Division Level Executive on any extended leave of absence may continue health and dental coverage at the employee's own expense through COBRA and life insurance coverage at the employee's own expense through the district's group life insurance program.

ARTICLE 4 – MILEAGE

- 4-1 The Principals at Adams City High School and Lester Arnold High School, Assistant Principals at Adams City High School, as well as, Directors and Division Level Executives will be provided a mileage allowance at the rate of one hundred seventy dollars (\$170.00) per month. All other administrators will be provided a mileage allowance of one hundred (\$100.00) per month. Stipends cover travel in the six county Denver-metro area including Adams, Arapahoe, Boulder, Denver, Douglas, and Jefferson Counties. Travel beyond these counties will be reimbursed at the approved district mileage rate in addition to the monthly stipend.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT EXPENSES

5-1 Administrators and Division Level Executives are encouraged to continue their professional growth and to be active in organizations that promote education. The district shall reimburse administrators and Division Level Executives up to seven hundred dollars (\$700.00) each year upon the submission of authorized receipt(s) from the organization(s) showing of yearly dues, registration fees, and/or subscription costs. The district can submit payment directly to CASE on behalf of the administrator and Division Level Executive in lieu of reimbursement. Annual dues shall not exceed the single membership premium and may be reimbursed in a single payment. The following are qualified professional development expenses.

1. Professional organization dues.
2. Course and training registration
3. Professional publications
4. Professional subscriptions
5. Conference registration

Reimbursement of organizational dues that are deducted monthly from administrator's or Division Level Executive's paychecks may be requested once a year after payments have been made to the organization.

ARTICLE 6 – PROFESSIONAL WORK YEAR (CERTIFICATED PRINCIPAL AND ASSISTANT PRINCIPALS)

6-1 The professional work year for principals and assistant principals shall consist of on-duty time for all periods where teachers and students are regularly scheduled. Principals shall be responsible for the completion of all business relative to their schools during non-teacher student contact time. They shall develop reasonable office hours for parents or other individuals to have access to administration during non-teacher student contact times, advising parents of the hours. Given sufficient notice, principals shall be available for meetings, conferences and training during non-teacher student contact time.

ARTICLE 7 - EARLY RETIREMENT INCENTIVE BENEFIT

7-1 Subject to the provisions of this Article, an employee who elects to retire in accordance with the following provisions shall be paid an early retirement incentive benefit by the district.

- 7-2 An employee shall be eligible to be paid an early retirement incentive benefit only if such employee's retirement request has been submitted to the district by December 31 of the prior school year in which the retirement is to occur, if such employee has at least twenty (20) continuous years of service with the district, each of the last three years of which must average thirty (30) hours of regularly scheduled time per week, if the retirement request is submitted to the district no later than five years after the employee qualifies for any PERA retirement benefits and if such employee retires within said five years. It is understood and agreed that no employee shall have less than a five-year period within which to request an early retirement benefit. The continuous years of service required for the early retirement incentive benefit shall not be deemed to be interrupted by temporary illness or by absences for purposes of child rearing. A leave of absence approved by the Board of Education or a military leave pursuant to Title 38 of the United States Code, Sections 2021-2026, and by the Colorado Revised Statutes, 1973, Section 28-3-601 et seq., shall not be considered to be an interruption of the continuous employment required for the early retirement incentive benefit, but the time of such leaves of absence shall not be included in computing the required twenty years of service.
- 7-3 The maximum salary on which the early retirement incentive benefit will be computed shall be the employee's twentieth (20th) year salary (benchmark). For purposes of this paragraph, salary shall include the employee's salary schedule placement for the twentieth year of service plus longevity. The amount of such payment shall be eighty percent (80%) of the salary for the employee's benchmark year.
- 7-4 Payment of the retirement incentive shall be made in three (3) equal yearly installments. An employee shall receive the yearly payment on the January regularly scheduled payroll date.
- 7-5 No employee who elects to take the Retired Employee Option under Article 8 or who has participated in the Salary Enhancement Plan will be eligible to receive this Early Retirement Incentive Payment.
- 7-6 The provisions of this Article 7 "Early Retirement Incentive Benefit" shall expire at the end of the 2016-2017 School Year. By the end of the School Year 2011-2012, an Administrator must meet the eligibility requirements set forth in Article 7-1 in order to qualify for the Early Retirement Incentive Benefit option in Article 7-1.

ARTICLE 8 - RETIRED EMPLOYEE OPTION

- 8-1 Eligibility

- 8-1-1 Currently employed full-time employees with twenty (20) continuous years of service.
- 8-1-2 Completed a full contract year for the number of days specified in the current district calendar.
- 8-1-3 Any employee who is discharged or is on probation will not receive the retirement incentives. Any employee choosing the Early Retirement Incentive Benefit is not eligible nor is an employee having received benefits under the Early Retirement Enhancement Plan.
- 8-1-4 Any employee who is eligible for the Public Employees' Retirement Association (PERA) retirement income and who has notified the district of the retirement will be eligible for the Retired Employee Option from the school district.

8-2 Conditions for Retired Employee Option

- 8-2-1 The employee shall elect to retire from the school district and receive PERA retirement benefits. At the discretion of the district, the employee may work for the district the next school year subject to the limitations of PERA.
- 8-2-2 During the Retired Employee Option year, the employee will be placed on the salary schedule commensurate with placement had the employee not elected retirement.
- 8-2-3 Participation in the Retired Employee Option is for the salary only and does not include coverage for health, dental, vision, life, or other insurances or count toward PERA service credit.
- 8-2-4 Participants will be eligible for fifty six hours (56) of temporary leave with no buy-back option or sick leave bonus.
- 8-2-5 Any employees on the Retired Employee Option plan are to be considered at-will employees.
- 8-2-6 Employees receiving benefits under the Salary Enhancement Plan or who were approved for receipt of benefits under the Salary Enhancement Plan prior to July 1, 2000 shall continue to receive said benefits. Any employee who has received benefits under the Salary Enhancement Plan shall not be eligible to receive the benefits of the Retired Employee Option Plan.

ARTICLE 9 – INSURANCE FOR RETIREES

- 9-1 Retiring administrators and Division Level Executives shall be permitted to purchase health insurance coverage at their own expense.

ARTICLE 10 – PAY FOR ACCRUED LEAVE

- 10-1 Upon termination, the district will pay administrators or Division Level Executives who have served at least ten years of full time service and are leaving an active, full-time administrator's assignment, thirty dollars (\$30) for each day of accrued leave.

ARTICLE 11 – FAMILY AND MEDICAL LEAVE

- 11-1 Upon appropriate application, up to twelve weeks of unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) shall be available to eligible administrators and Division Level Executives. The time off is unpaid, unless the employee is eligible for paid leave, such as vacation, temporary or disability which must be used concurrently with FMLA leave. An employee must exhaust any paid time off entitlements prior to going on unpaid leave while on FMLA.
- 11-2 To be eligible for FMLA benefits, an administrator or Division Level Executive must have been employed with the District for at least twelve (12) months and have worked for at least One Thousand Two Hundred Fifty (1,250) hours during the twelve (12) month period immediately preceding the start of the FMLA leave.
- 11-3 Family and medical leave shall be granted for any of the following reasons:

- 11-3-1 To care for the administrator's or Division Level Executive's child after birth, or placement for adoption or foster care;
- 11-3-2 To care for the administrator's or Division Level Executive's spouse, son or daughter, or parent, who has a serious health condition, or
- 11-3-3 For a serious health condition that makes the administrator or Division Level Executive unable to perform his/her job duties.

The administrator or Division Level Executive shall provide advance written notice and medical certification of the reason for requesting FMLA leave. This notification shall be provided thirty (30) calendar days in advance when such leave is foreseeable.

- 11-5 For the duration of the FMLA leave, the District shall continue to maintain the administrator's or Division Level Executive's present health insurance coverage under the District group health insurance plan. Upon return from FMLA leave, the administrator or Division Level Executive shall be returned to his/her original or equivalent position with equivalent pay, benefits, and other employment benefits. The use of FMLA leave shall not result in the loss of any employment benefit that accrued period to the start of the administrator's or Division Level Executive's Leave.

ARTICLE 12 – LEAVE BANK

- 12-1 Administrators will share a leave bank with Support and Tech employees. Membership will be established on a voluntary basis to provide short-term coverage to Support and Tech employees, administrators or Division Level Executives in the event of illness, disability, or injury to the Support and Tech employee, administrator or Division Level Executive or the serious health condition of his or her parent, spouse, or child. Upon employment, Support and Tech employees, administrators and Division Level Executives may donate sixteen (16) hours of sick leave to the bank. Only contributing Support and Tech employees, administrators and Division Level Executives shall be allowed to use the bank. The Board will contribute sufficient days to maintain a base level of 816 hours in the leave bank; however, the Board shall contribute no more than 400 hours in any one year. This contribution will be made January 1 of each year. Only contributing Support and Tech employees, administrators and Division Level Executives shall be allowed to use the bank.
- 12-2 The first 88 hours of leave used each school year by administrators or Division Level Executives will not be covered by the bank, but must be covered by their own temporary or accumulated leave with pay or absence without pay; except, first year administrators who are required to use forty hours before being eligible. Administrators and Division Level Executives will not be able to withdraw leave from the bank until their own leave is depleted. Benefits of the bank shall be restricted to documented illness; however, exceptions to this provision may be made the by Superintendent. If the contributed Board and administrative hours do not total 812, administrators and Division Level Executives may contribute additional leave to equal 812. If all leave is used prior to January 1, administrators and Division Level Executives may contribute additional leave for the remainder of the preceding year.
- 12-3 Application for benefits of the bank must be made in writing to the Division of Human Resources and will be accepted only after the absence has occurred and the employee has returned to regular duty. The application must be accompanied by a doctor's statement specifically describing the disabling nature of the illness, the date and extent of treatment, and the date of release for return to work. Use beyond 240 hours, per administrator or Division Level Executive, must have the approval of the Superintendent.

ARTICLE 13 – PARENTAL/ELDER CARE LEAVE

- 13-1 Parental Disability Leave

- 13-1-1 Administrators and Division Level Executives shall be eligible to use accumulated leave for disability caused by pregnancy, childbirth, or recovery. Leave will be paid only for time that a physician certifies the administrator to be physically disabled, and only to the extent of the number of leave days accumulated. In such cases, the district may require the administrator or Division Level Executive to periodically submit to the district's human resources office a physician's statement setting forth the nature of the illness or incapacity and the projected date of possible return.
- 13-1-2 Use of the administrator's or Division Level Executive's accumulated leave shall cease as of the date on which a physician certified that the administrator or Division Level Executive is physically capable of returning to an assignment.
- 13-1-3 Following completion of parental disability leave, the administrator or Division Level Executive shall be placed in a position in the same manner as those persons returning from leave.

13-2 Short Term Parental/Elder Care Leave

- 13-2-1 Short-term leave for the purpose of childcare upon the birth or adoption of a child or elder care may be granted to an administrator or Division Level Executive for a period of 30 days without pay. No short-term parental care leave shall exceed the current school year.
- 13-2-2 Application for short-term parental/elder care leave must be made 30 days prior to the requested effective date. Such application shall state the expected effective date, date of return, and request for assignments on return from leave. If the district employs both parents, only one shall be permitted to request such leave (exceptions per FMLA). Administrators or Division Level Executives returning from short-term parental/elder care leave will be assigned to a position for which qualified.

13-3 Extended Parental/Elder Care Leave

- 13-3-1 An administrator or Division Level Executive may be granted extended leaves of absence without pay for the purpose of childcare upon the birth or adoption of a child or elder care. Such leave may begin at any time and may extend through the end of the current school year.

- 13-3-2 Application for extended parental/elder care leave must be made 30 days prior to the requested effective date. Such application shall state the effective date, date of return, and request for assignments on return from leave. If the district employs both parents, only one shall be permitted to request such leave (except as permitted under FMLA). Administrators or Division Level Executives returning from such leave will be assigned to a position for which qualified.
- 13-3-3 Upon written application, such leave may be extended for one semester or one school year. Administrators or Division Level Executives returning from such leave will be assigned to a position for which qualified. If, before the expiration of a parental leave of absence, an administrator or Division Level Executives shall become aware of parenthood again, the leave of absence may be terminated, requesting a new leave for a period up to the end of the succeeding school year.
- 13-3-4 If an administrator or Division Level Executive works the equivalent of at least one-half of their assigned work days during the contract year when leave was granted, one year of experience at the time of the next salary schedule change will be given; provided, however, that not more than one salary increment can be earned during any such leave.
- 13-3-5 Leave shall not accrue to the administrator or Division Level Executive during a parental/elder care leave of absence; however, any earned temporary or accrued leave shall be reinstated to the administrator or Division Level Executive upon return to the district.
- 13-3-6 No pregnant administrator or Division Level Executive shall be permitted to work later than the date recommended by her physician.
- 13-3-7 Administrators or Division Level Executives on extended parental/elder care leave may be permitted to return to work before termination of their leave provided a vacancy for which they are qualified is available. Administrators or Division Level Executives shall notify the Superintendent no less than 30 days in advance of their requested return.
- 13-3-8 The district, in accordance with the Family Medical Leave Act of 1993, is required to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons (see Article 11).

ARTICLE 14 – LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT

- 14-1 Leaves of absence without pay, not to exceed one year for professional study, educational travel, teaching in another country, or other purpose related to professional improvement, may be granted to administrators or Division Level Executives upon the recommendation of the Superintendent and approval of the Board. Application for such leaves of absence shall be presented in writing to the Superintendent, or his designee, by June 1 for first semester or a full year request, and October 1 for a second semester leave request. Each individual request will be judged on its own merits. Administrators or Division Level Executives returning will be advanced on the salary schedule from the step held at the time the leave commenced. The commencement and termination of such leave shall coincide with the beginning or termination of a regular school year or semester. Temporary leave shall not accrue during such leave; however, any earned and accrued but unused leave shall be reinstated upon returning to the district. Administrators or Division Level Executives returning from such leave will be assigned to a position for which qualified.

ARTICLE 15 – SABBATICAL LEAVE

- 15-1 April 1 of each year shall be the cut-off date for the filing of sabbatical leave requests for the entire year or the first or second semester. June 1 of each year shall be the final date for approval or rejection of requests for sabbatical leave.
- 15-2 The Board, upon the recommendation of the Superintendent, may grant a sabbatical leave if the administrator or Division Level Executive has completed six years of service in the district. The administrator or Division Level Executive must submit a plan outlining the direct improvement and value of service to the district. The leave may be granted for college or university courses, independent study or foreign or domestic travel.
- 15-3 Salary shall be paid at the rate of one-half of current salary. Also, one-half of the insurance premiums shall be paid during the year of absence. One-half salary shall be determined by dividing the administrator's or Division Level

Executive's salary schedule placement plus longevity by two. Administrators or Division Level Executives returning to the district shall be advanced on the salary schedule as if they had not been on such leave.

- 15-4 A contract, agreeing to work for the district at least one year after the leave is completed, shall be signed. If the administrator or Division Level Executive terminates before such time has elapsed, any salary and insurance premiums paid during the leave shall be returned to the district.
- 15-5 Temporary leave shall not accrue during such leave; however, any earned and accrued but unused leave shall be reinstated upon returning to the district. Administrators or Division Level Executives returning from such leave will be assigned to a position for which qualified.

ARTICLE 16 – ILLNESS OR PHYSICAL DISABILITY LEAVE

- 16-1 Administrators or Division Level Executives may be granted a one-year leave of absence without pay or increment advancement because of extended personal or immediate family illness or physical disability. Immediate family is defined as wife, husband, parent, parent-in-law, child, brother, sister, grandparent, or others living in their immediate household.
- 16-2 Illness or physical disability leave may be granted to become effective either at some time during his/her temporary leave allowance or at the expiration of same. The Board, in its discretion, may extend such leave for one year. Any time during the leave, the Board may require documentary evidence from a physician substantiating the illness or physical disability of the administrator or Division Level Executive or the ill or disabled person be made available for examination by a recognized physician appointed for this purpose by the Board.
- 16-3 Leave shall not accrue during such leave; however, any earned and accrued but unused leave shall be reinstated upon returning to the district. Administrators or Division Level Executives returning from such leave will be assigned to a position for which qualified.

ARTICLE 17 – LEGISLATIVE LEAVE

- 17-1 Administrators or Division Level Executives elected to the Colorado State legislature will be granted a leave of absence without pay for days the legislature is in session and for those days while attending legislative committee

meetings. Daily salary deductions for this purpose shall be based on their annual salary divided by the number of administrator's or Division Level Executive's schoolwork days.

ARTICLE 18 – MILITARY LEAVE

- 18-1 Administrators or Division Level Executives who serve in the Armed Forces of the United States shall, upon written application, be entitled to the rights to restoration of employment or to re-employment which are established by the Title 38 of the United States Code, Sections 2021-2026 and by C.R.S. 1972, S28-3-601 et seq., and regulations issued pursuant thereto.

ARTICLE 19 – EXTENDED PERSONAL LEAVE

- 19-1 Leaves of absence without pay, not to exceed one year, for attending to family or personal responsibilities may be granted to administrators or Division Level Executives. June 1 of each year shall be the cut-off date for filing written requests for the entire year or the first or second semester to the Superintendent.
- 19-2 Administrators or Division Level Executives returning to the district will be placed on the step of the salary schedule held at the time such leave commenced. The commencement and termination of such leave shall coincide with the beginning or termination of a regular school year or semester. Leave will not accrue during such a leave; however, any earned and accrued but unused leave shall be reinstated to the administrator or Division Level Executive upon returning to the district. Administrators or Division Level Executives returning from such leave will be assigned to a position for which qualified.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT LEAVE

- 20-1 Professional development leave of absence with pay may be granted to permit administrators or Division Level Executives to visit other schools or to attend professional conferences and related activities that will improve the educational program of the district.
- 20-2 Application for professional development leave shall be submitted on the appropriate form to the administrator's or Division Level Executive's immediate supervisor. Such application may also request the district to reimburse the administrator or Division Level Executive for appropriate expenses for travel, meals, lodging, and registration fees.
- 20-3 All applications shall be reviewed within five days of receipt with the administrator or Division Level Executive notified of acceptance or denial.

ARTICLE 21 – TEMPORARY LEAVE

At the end of the 2007-2008 school year any unused sick or personal leave shall be added to the administrator's temporary leave hours. Within the implementation of this new annual leave concept those employees who were employed prior to the 2008-2009 school year, and had accrued sick or personal leave, will retain those accrued hours.

- 21-1 Temporary leave may be used for illness/disability, dental work, adoption, illness or death in the immediate family or household, religious holidays, employee's business, or other personal reasons. Such leave shall be granted only for extenuating circumstances beyond the administrator's or Division Level Executive's control on the last day before or the first day after a holiday or period of school vacation or intermission.
- 21-2 Temporary leave used in excess of available leave will be on a salary deduction basis at the daily rate. When possible, written notice for leave shall be submitted to the supervisor at least 24 hours prior to the time such leave would begin. Otherwise, verbal notice for such leave may be made directly to the supervisor.
- 21-3 Each administrator and Division Level Executive shall be granted temporary leave according to the following schedule:

205 day administrator	96 hours	225 day administrator	104 hours
210 day administrator	96 hours	12 month administrator	112 hours

ARTICLE 22 – BEREAVEMENT LEAVE

- 22-1 Bereavement leave with full pay may be granted for the death of a Parent, Child, Brother, Sister, Grand Child, Grandparent, Uncle, or Aunt of the administrator or Division Level Executive or administrator's or Division Level Executive's spouse or a person living in the immediate household of the administrator or Division Level Executive.
- 22-2 Eight hours of bereavement leave will be granted to permit an administrator or Division Level Executive to attend the funeral. Up to forty hours may be granted if an administrator or Division Level Executive must be involved in funeral arrangements or other urgent business occasioned by the death or if time consuming travel is required. The first twenty four hours of bereavement leave shall not be charged to any other available leave. The remaining sixteen hours available shall be charged to the administrator's or Division Level Executive's accrued leave. When possible written notice shall be submitted to the supervisor at least 24 hours prior to the time such leave would begin. Otherwise, verbal notice may be made directly to the supervisor.

ARTICLE 23 – CIVIC DUTY LEAVE

- 23-1 Administrators or Division Level Executives involuntarily summoned for jury duty, subpoenaed to appear as witnesses in court or at administrative hearing in connection with a matter in which they are not interested or required by the district to appear in court or at an administrative hearing in connection with their duties as employees of the district, will be granted civic duty leave with pay for such time as their presence is ordered. In such cases, any witnesses or jury duty fees, but not including mileage, paid to the administrator shall be promptly remitted to the district.

ARTICLE 24 – VACATION LEAVE

- 24-1 All full-time administrative personnel, who's most recent hire date is on or after September 1, 2003 and who work at least 231 days per contract year shall be entitled to annual vacation leave of 120 hours per year. Eight additional hours per year will be granted for each year up to 25 days of vacation (e.g., 1st year –15 days; 2nd year –16 days, 3rd year –17 days, etc.)
- 24-2 All full-time administrative personnel, who's most recent hire date is before September 1, 2003 and who work at least 231 days per contract year, shall be entitled to annual vacation leave of 160 hours per year. Eight additional hours per year will be granted for each year up to 30 days of vacation (e.g. 1st year – 20 days; 2nd year – 21 days; 3rd year – 22 days, etc.)
- 24-3 Effective January 1, 2003, no more than three hundred twenty hours (forty days) vacation may be accrued by an employee at any one time. Employees should submit requests for vacation to their immediate supervisor within reasonable time prior to the requested date(s) for vacation. The district shall consider requests based on seniority on a first-come basis.
- 24-4 Vacations shall be scheduled at the convenience of the District and as nearly as possible at the convenience of the employee.
- 24-5 All twelve-month administrative employees who resign or whose employment is terminated shall receive the paid vacation to which they are entitled as soon as possible.

24-6 To calculate vacation, a month shall be 20 working days and major portion of a calendar month worked shall carry vacation credit for a full month. Vacation time and temporary paid leave of absence shall be included in the computation of vacation accrual.

ARTICLE 25 – HOLIDAYS

25-1 The Board, in adopting the school calendar each year, approves the number of paid holidays for employees. Administrators and Division Level Executives shall be entitled to those paid holidays as approved by the Board. Twelve-month administrators and Division Level Executives shall be entitled to a minimum of eight paid holidays in each calendar year.

25-2 The administrative holiday schedule typically includes the following days but may be adjusted yearly by the adoption of a district calendar:

New Year's Day	One Day	Independence Day	One Day
Martin Luther King Day	One Day	Labor Day	One Day
President's Day	One Day	Veterans' Day	One Day
Memorial Day	One Day	Thanksgiving	Two Days
		December Break	Two Days

Note: Holidays and vacation accrual, per this section, shall become effective upon the date of adoption with no retroactivity.

ARTICLE 26 – GUIDELINES FOR ASSIGNMENT OF ADMINISTRATORS AND DIVISION LEVEL EXECUTIVES

26-1 The Board is committed to a leadership team based upon a strong working relationship between it, the Superintendent and administrators and Division Level Executives. Such a relationship requires open communication and cooperation on matters of mutual concern. The reason(s) for change(s) of assignment and/or

dismissal shall be communicated to the administrator or Division Level Executive prior to implementation of a change of assignment or dismissal.

- 26-2 The Superintendent is responsible for recommending changes of assignment or dismissals for reasons based on performance of the administrator or Division Level Executive. In determining employee performance, the district evaluation procedures will at least include provisions for notice of evaluation, identification of areas of deficiency, planned program for improvement, a specific and reasonable time to show improvement and a follow-up evaluation.
- 26-3 The intent of evaluation shall be premier in dismissal or change of assignment. However, notwithstanding the procedures of evaluation, the Superintendent may, at any given time, make recommendations regarding the employment status of an administrator or Division Level Executive.
- 26-4 Pursuant to the laws of the United States and the State of Colorado, the Board shall continue its policy of not discriminating against any administrator or Division Level Executive nor unlawfully restricting the rights of administrators as citizens on the basis of race, creed, color, national origin, sex, marital status, age, disability, membership in administrative organizations or such other specified human or civil rights as may be protected by statute.

ARTICLE 27 – ASSIGNMENT OF CLASSIFIED AND CERTIFIED ADMINISTRATORS

27-1 Promotions and New Positions

- 27-1-1 Openings for administrative positions shall be posted in the office of each school and the central administrative building. Each notice shall include the official title, requirements for the position, and a statement of district adherence to the Board policies on affirmative action, GBA and nondiscrimination, AC and ACA. In addition, the closing date for the filing of applications shall be stated. Applications received after the closing date will not be considered. Administrators or Division Level Executives who desire consideration for such openings may submit an application on-line at www.acsd14.k12.co.us in accordance with the procedures stated in the posting.

27-1-2 Qualified administrators or Division Level Executives who apply for posted positions shall be given equal consideration with other applicants. The determination of who best meets the qualifications for each opening shall rest solely with the Board based on a recommendation from the Superintendent.

27-2 Appointments and Notices

27-2-1 Upon appointment to an administrative position, the employee will be issued a written notice of assignment. A notice of assignment shall be issued annually to continuing employees. The annual notice of assignment shall specify position title, effective date, and annual/monthly rate of pay.

27-2-2 If an administrator or Division Level Executive is not to be retained for a succeeding school year, the Board shall provide written notice to the administrator or Division Level Executive on or before April 15. Should an administrator or Division Level Executive be recommended for dismissal during a school year, the procedures outlined under "Dismissal or Cancellation of Contract" shall be followed.

27-2-3 If a change of assignment occurs after the commencement of a school year and the changes of assignment is to a position for which the salary is lower than the former assignment, the administrator's or Division Level Executive's salary shall not be reduced during the remainder of the contract year.

27-3 Dismissal or Cancellation of Contract

27-3-1 If a recommendation for the dismissal of an administrator or Division Level Executive is made, written notification shall be given to the administrator or Division Level Executive 30 days prior to the meeting of the Board at which action is to be taken.

27-3-2 The administrator or Division Level Executive may seek review of the recommendation to dismiss by submitting a letter requesting such a review to the Superintendent within two days after the receipt of the notice to recommend dismissal or cancellation of contract. Within ten days thereafter, the Superintendent shall review his decision and submit an answer in writing, to the administrator or Division Level Executive.

27-3-3 Any dismissal or cancellation of employment contract of a non-probationary employee holding an administrative position shall be in accordance with Colorado statutes.

- 27-3-4 Any classified administrator who has been employed by the district more than three consecutive years will, upon written request, be afforded a review of a dismissal recommendation prior to any such action by the board of education. Such review shall be made by a panel to include the Chief Human Resource Officer who will chair the panel, one administrator selected by the Superintendent and one administrator selected by the administrator or Division Level Executive considered for dismissal. The panel will conduct the review within ten days following the notification of the termination and submit a recommendation to the Superintendent. The Superintendent shall submit his decision, in writing, to the administrator being recommended for dismissal.

- 27-3-5 Nothing contained herein shall preclude the administrator from pursuing his statutory rights in accordance with Colorado statutes.

- 27-3-6 All classified administrators shall be assigned to positions by the Superintendent and shall be responsible to their immediate supervisors and, ultimately, to the Superintendent.

- 27-3-7 All classified administrators are subject to changes of assignment and transfer to positions for which they are qualified. The provisions of the law shall be strictly observed. There shall be no illegal discrimination in assignments and transfers on the basis of age, sex, race, religion, color, national origin, marital status, disability or membership or non-membership in any group organization.

- 27-3-8 Position transfers of classified administrators shall be recommended to the Board by the Superintendent. All classified administrators requiring renewal the first three years of employment, are to be recommended to the Board for consideration of reappointment no later than the second regular meeting in March of each year. Should the district reduce the number of classified administrators, the administrators whose positions are reduced may be placed in positions of which they are qualified, provided a vacancy exists.

ARTICLE 28 – CLASSIFIED ADMINISTRATORS’ DEGREE INCENTIVE PLAN

- 28-1 An associate’s, bachelors, or master’s degree earned over what is required by a position after initial employment shall be compensated according to the following schedule.

Associate’s degree	\$1,000
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Bachelor's degree	\$1,375
Master's degree	\$1,875

- 28-2 The degree must be germane to the position held by the employee. Copies of the diploma and official transcripts must be presented within 30 days after the end of the semester the degree is granted. The education institution must be a degree granting college or university.
- 28-3 Recognition and payment will be effective on January 1 and adjusted annually to base salary.
- 28-4 If more than one degree has been earned beyond what is required of the position, only the highest degree will be honored.
- 28-5 A classified administrator who is subsequently transferred or promoted to a position which requires a degree for which compensation has been added under this Article will forfeit such additional compensation.

ARTICLE 29 – REQUEST FOR TRANSFER

- 29-1 A change of position or a transfer from one department to another may be requested at any time. A request for such change shall be submitted to the Division of Human Resources for consideration.

ARTICLE 30 – SALARY SCHEDULES

- 30-1 Twelve-Month Administrators
 - 31-1-1 The 2008-2009 salary schedules shall reflect a 2.5% increase and an increment effective July 1, 2008. Wages will be re-opened for adjustment considerations for the year 2009-2010.

30-2 Ten- and Eleven- Month Administrators

30-2-1 The 2008-2009 salary schedules shall reflect a 2.5% increase and an increment effective August 1, 2008. Wages will be re-opened for adjustment considerations for the year 2009-2010.

30-2-2 Upon completion of two years of employment and satisfactory performance, all Principals salaries will be reviewed. If such employees are below the average of their salary schedule, at the discretion of the Superintendent, that employee will be raised to the average of such salary schedule. In conjunction with this increase for two-year principals, if any other principals are below the average, they will then be placed at the average salary.

ARTICLE 31 – PENSION PLAN

31-1 The school district shall purchase an “Exclusive Benefit Governmental 401(a) Non-trusteed Retirement Plan” in the amount of One Thousand, Six Hundred Dollars (\$1,600.00) for each administrator and Division Level Executive.

31-2 This amount will be paid out annually on July 1 for 12-month administrators and Division Level Executives and September 1 for 10- and 11-month administrators.

31-3 The plan document for the “Exclusive Benefit Governmental 401(a) Non-trusteed Retirement Plan” will be created and approved prior to July 1, 2000. A committee composed of members from the administrator’s meet and confer group, to be chaired by a Division Level Executive from the finance department, will be formed to develop the plan document. This plan shall be considered as use for retirement and shall be in compliance with all Internal Revenue Service rules and regulations.

31-4 If an administrator or Division Level Executive is hired after July 1 for 12-month administrators and Division Level Executives and September 1 for 10- and 11-month administrators, this payment will be prorated for the contract year.

31-5 If an administrator or Division Level Executive leaves prior to completion of their contract year a prorated amount will be deducted from their final paycheck or a prorated amount will be withdrawn from the administrators 401(a).

ARTICLE 32 – THREE-YEAR HANDBOOK

32-1 The parties agree to implement this three-year handbook, recognizing the restrictions imposed on the Board by Article X Sec 20 of the Colorado Constitution – Amendment One and CRS 22-32-110(II)(c)(5) and CRS 22-44-115, and recognizing that the Board has not irrevocably pledged and held for payment sufficient cash reserves for the payment of salaries or benefits referred to in this agreement herein for the entire term. In the event that adequate funding is not provided by May 15, 2008 for the 2008-2009 school year, the parties agree to meet within five days of such determination to endeavor to fulfill that commitment or failing that, to consider an alternative resolution.

ARTICLE 33 – PAY FOR PERFORMANCE

During school year 2008-2009, administrators may earn up to Two Thousand Five Hundred Dollars (\$2,500.00) in performance incentives. Incentive Pay will be based on improvement of CSAP scores to include English and Spanish scores, and to exclude CSAP A and CSAP A eligible students' scores; scores for students enrolled after October 1 of the given school year; and scores for English Language Acquisition learners (Limited EP and No EP) who have been in Colorado schools for less than three (3) years. Scores using the above criteria will be determined by the district's assessment office after the initial assessment results have been released by the Colorado Department of Education.

Incentive awards will be based on individual or cumulative target scores as may be appropriate for an individual administrator's job assignment (e.g., elementary, secondary, district-wide). Target scores will be calculated using the 2003-2004 CSAP scores as a baseline and on the annual improvement of scores required for a school to achieve the goal of 80 percent of that school's students receiving a proficient or advanced score on the CSAP by the school year ending in 2014. Target scores will be recalculated annually using the actual CSAP scores and the number of school years remaining before the end of the school year 2014.

Administrators will receive Six Hundred Twenty-five Dollars (\$625.00) for improvement of 25 percent to 49.99 percent of the target growth.

Administrators will receive an additional Six Hundred Twenty-five Dollars (\$625.00) for improvement of 50 percent to 74.99 percent of the target growth.

Administrators will receive an additional Six Hundred Twenty-five Dollars (\$625.00) for improvement of 75 percent to 99.99 percent of the target growth.

Administrators will receive an additional Six Hundred Twenty-five Dollars (\$625.00) for improvement of 100 percent or more of the target growth.

Administrator's assigned to a specific level, such as elementary, middle, high school, or secondary shall be eligible for the performance incentive based on the cumulative CSAP results for the administrator's specific assignment and areas of responsibility. Administrator's assigned district-wide responsibilities shall be eligible for the performance incentive based on the cumulative CSAP results of the entire district.

Performance incentive pay will be prorated based on the administrator's full-time equivalent (FTE) status.

To be eligible to receive the entire (100%) performance incentive pay, an administrator must have been employed before January 1 of the school year. Any administrator hired between January 1 and the last day of February shall be eligible to receive fifty percent (50%) of the incentive pay. An administrator hired March 1 or after, shall not be eligible to receive incentive pay for that year. An administrator separating from employment with the district on or before June,5, 2009 shall not be eligible for any performance incentive.

An administrator, who during the school year changes status from an administrator to teacher or visa-versa shall be eligible to receive performance incentive based on the separate CSAP results of their multiple assignments and length of service in each assignment on a prorated basis.

If an administrator is on long-term leaves of absence longer than 60 calendar days during the school year, the teacher will have any incentive pay prorated based on the total number of days worked in his/her contract year.

Payments for CSAP improvement shall be made to administrators in one lump sum no later than the second pay period following the publication of the final CSAP scores by the Colorado Department of Education.

Any appeals regarding the payment of the performance incentives shall first be reviewed by the Chief Human Resource Officer. The recommendation of the Chief Human Resource Officer shall be submitted to the superintendent for final determination.

DIVISION LEVEL EXECUTIVES 2008-2009 COMPENSATION PROGRAM

Division Level Executives are defined as the executives in charge of Operations, Instruction, Finance, and Human Resources and are listed in salary range 10 of the Administrative Positions Salary Schedule.

Division Level Executives shall be entitled to all the benefits applicable to twelve (12) month administrative employees, including, but not limited to illness benefits, leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other administrative employee benefits, unless specifically modified by this handbook.

In addition they will receive:

Division Level Executives will receive an additional \$70.00 per month on Article 2 – Insurance.

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	no positions	\$48,720	\$50,546	\$52,442	\$54,409	\$56,449	\$58,567	\$60,762	\$63,041	\$65,404	\$67,858	\$70,402	\$73,042
2	no positions	\$53,116	\$55,108	\$57,175	\$59,318	\$61,543	\$63,851	\$66,246	\$68,729	\$71,306	\$73,980	\$76,755	\$79,634
3	no positions	\$57,512	\$59,669	\$61,907	\$64,228	\$66,637	\$69,136	\$71,728	\$74,418	\$77,209	\$80,104	\$83,108	\$86,224
4	Assistant Elementary Principal (208 days)	\$61,910	\$64,230	\$66,639	\$69,138	\$71,731	\$74,421	\$77,210	\$80,107	\$83,110	\$86,227	\$89,460	\$92,816
5	Manager, Financial Services Manager, Nutrition Svcs. Manager, Operations Manager, Transportation Middle School Assistant Principal (208) Manager, Risk/Facilities Manager, Human Resources	\$66,305	\$68,791	\$71,371	\$74,048	\$76,824	\$79,705	\$82,694	\$85,795	\$89,012	\$92,350	\$95,813	\$99,406
6	Elementary Principal (208 days) High School Assistant Principal (220)	\$70,702	\$73,352	\$76,103	\$78,957	\$81,919	\$84,990	\$88,177	\$91,484	\$94,915	\$98,473	\$102,167	\$105,998
7	Alternative High School Principal K-8 Principal (213 days) Manager, Technology Services Middle School Principal (213 days) Administrator of Elementary Instruction Administrator of Secondary Instruction	\$75,097	\$77,914	\$80,835	\$83,867	\$87,012	\$90,275	\$93,660	\$97,172	\$100,817	\$104,597	\$108,519	\$112,589
8	Director, Finance Director, Student Services Director, Student Achievement Director, Student Assessment & Ed Tech Director, Communications	\$79,494	\$82,475	\$85,568	\$88,777	\$92,106	\$95,559	\$99,143	\$102,861	\$106,719	\$110,720	\$114,872	\$119,180
9	High School Principal	\$83,890	\$87,037	\$90,300	\$93,687	\$97,200	\$100,844	\$104,626	\$108,550	\$112,620	\$116,844	\$121,225	\$125,770
10	Chief Academic Officer Chief Accountability, Evaluation and Strategy Officer Chief Human Resources Officer Chief Operating Officer	\$88,287	\$91,597	\$95,032	\$98,596	\$102,292	\$106,128	\$110,109	\$114,238	\$118,522	\$122,966	\$127,578	\$132,362