

# **Classified Professional Work Agreement**

**Between**

**Natrona County School Board of Trustees  
Casper, Natrona County, Wyoming**

**AND**

**Natrona County Classified Professionals Association  
(NCCPA)**

**2020-2021**

# Classified Professionals Work Agreement

## Table of Contents

	<b>Page</b>
<b>Preamble</b>	3
<b>Association Information</b>	5
Article 1 - General	5
Article 2 - Recognition	5
Article 3 - Compact Issues Committee	6
Article 4 - No Strike	6
Article 5 - Association Release Time	6
Article 6 - Use of School Facilities	7
Article 7 - Working Conditions	7
Article 8 - Safety	8
Article 9 - Reassignments	8
Article 10 - Substitution	8
Article 11 - Classified Professional Protection	9
Article 12 - Probation / At Will Status	10
Article 13 - Promotions	11
Article 14 - Transfers and Experience Credit	12
Article 15 - Vacancies	13
Article 16 - Compensation and Benefits	14
Article 17 - Annual Leave	14
Article 18 - Leave Other Than Annual Leave	18
Article 19 - Holidays	18
Article 20 - Insurance and Annuities	18
Article 21 - Overtime Pay	19
Article 22 - Project Based Assignments for Exempt Classified Professionals	20
Article 23 - Sick Leave	21
Article 24 - Temporary Leaves of Absence	24
Article 25 - Evaluations	26
Article 26 - Grievance Procedure	27
Article 27 - Due Process and Corrective Action	33

## **PREAMBLE**

The Natrona County Classified Professionals Association (NCCPA) and the Board of Trustees of Natrona County School District No. 1 (Board) agree to adopt this Employment Document. In adopting this document, the NCCPA and the Board intend to establish a compact of trust that will govern their relationship during the term of this document. The Board, the NCCPA wish to structure the District's decision-making so as to assure that all major decisions impacting students are reached through a consensus of the Board, the NCCPA, Natrona County Education Association (NCEA), Natrona County Association of School Executives (NCASE), Cabinet, other employee associations, parents, students and the community. The parties to this agreement recognize that the welfare of the children in the district is paramount in the operation of the schools in the District, and should always be promoted by the parties hereto, and that the Natrona County Classified Professionals Association services required for the schools of the District are essential for the promotion of the welfare of the children.

Natrona County Classified Professionals Association classified professionals in the School District have the right to join, or not join, any organization dedicated to the promotion of their trade, skills and economic well-being.

The intent of this document is to:

Provide a procedure for the improvement of classified professional working conditions, salary benefits and promote good communications and relationships among all parties covered by the Compact.

NOW, THEREFORE IT IS HEREBY UNDERSTOOD AND AGREED: **All District Classified Personnel are and remain “at will” employees. Nothing herein shall change the classified employees “at will” employment status.**

## **ASSOCIATION INFORMATION**

### **ARTICLE 1 – GENERAL**

- A. When any article or item in this contract is in conflict with any State or Federal Law, only that article or item shall be declared void and the remainder of the contract shall not be affected.
- B. All District and board policies affecting NCCPA classified professionals will be made available to the NCCPA president.

### **ARTICLE 2 – RECOGNITION**

- A. The NCCPA recognizes the members of the District's Board of Trustees as the elected representatives of the people residing in Natrona County and as legal authority for this District.
- B. The District shall recognize the NCCPA as the classified professional's exclusive representatives on the Compact Committees for the purpose of coming to consensus with respect to wages, hours, and other conditions of employment of said NCCPA classified professionals.

### **ARTICLE 3 – COMPACT ISSUES COMMITTEE**

- A. The purpose of the Compact Issues Committee is to monitor, amend, and/or clarify the compact, formulate policy, and resolve issues. The Committee shall meet annually to deal with all employee salary/benefit issues.

- B. These annual meetings shall take place following the legislative session beginning as soon as feasible after the District receives an estimate of general fund revenues for the next school year.
- C. The members of this Committee shall be recognized as the authorized agents for their constituents, and the decisions of the committee shall be binding on all participants.

#### **ARTICLE 4 – NO STRIKE**

No strike, speech, writing, press release, or other concerted activity, derogatory to the NCCPA, School Administration, Board or their members relative to a dispute in question shall be taken by any party or their agents during the CIC process.

#### **ARTICLE 5 – ASSOCIATION RELEASE TIME**

One or more officers of NCCPA may be given reasonable time off, with pay, to attend any NCCPA business meeting. Prior notice shall be given the Associate Superintendent for Human Resources concerning needed time off.

#### **ARTICLE 6 – USE OF SCHOOL FACILITIES**

The NCCPA shall have the right to use school buildings without cost provided such use is at reasonable times. Requests for such use shall be made to the principal in a reasonable time in advance of the desired time of use.

## **ARTICLE 7 – WORKING CONDITIONS**

- A. Meals and Break Periods: Employers do not have to consider meal periods as working time if the classified professional is relieved of all duties and responsibilities. Generally, the meal period must be at least 30 minutes long to be considered non-work time. The employer does not have to allow the classified professional to leave the employer’s premises, so long as the classified professional is free to pursue personal interests rather than working during the meal period.
- B. Rest periods or coffee breaks, however, which are generally shorter than the meal periods, must be paid for as work time. Such breaks are not required under the Fair Labor Standards Act (FLSA), and Wyoming does not have a state law that requires breaks.

## **ARTICLE 8 – SAFETY**

The NCCPA and the District recognize the need for safety equipment and the District agrees to provide for all necessary equipment sufficient to meet Federal and State laws in this regard.

## **ARTICLE 9 – REASSIGNMENTS - ALL CLASSIFIED PROFESSIONALS**

When a classified professional is being reassigned (a significant job change) by the principal or supervisor, he/she may request a meeting with the principal or supervisor in order to clarify the reasons for the reassignment. If the classified professional still

objects to the reassignment after this meeting, the classified professional may request a conference with the superintendent or designee with a representative present.

**ARTICLE 10 – SUBSTITUTION**

**Non-Exempt Classified Pay Practices Outside Regular Assignment**

<b>The Work</b>	<b>How to Pay</b>
Classified Substitute as the primary active assignment job code	1st step of the salary schedule of the job code they are subbing in
More hours at the same job code	Same hourly rate for that job code
Doing a different job code during their regularly assigned work day	Regular hourly rate of pay
Do a different job code outside their regularly assigned work day	1 <sup>st</sup> step of the job code they are covering
If a person substitutes in a higher classified job code for more than 20 days	On the 21 <sup>st</sup> consecutive workday the classified professional will receive the higher rate of pay of the job code they are subbing in as per the work agreement

Clarifying Statement:

Non-exempt classified professionals doing the work of an exempt classified professional would receive their regular rate of pay with overtime as defined by FLSA (Fair Labor Standards Act).

**ARTICLE 11 – CLASSIFIED PROFESSIONAL PROTECTION**

- A. If classified professionals are physically or verbally assaulted in connection with their employment they shall report the incident to their principal or immediate supervisor. Incidents will be investigated with appropriate consequences applied.



When deemed necessary by classified professionals or the principal, a follow-up written report will be submitted.

- B. The principal or designee will contact the police for classified professionals if they are incapacitated as a result of an assault and submit a report of the incident to the Associate Superintendent for Human Resources.
- C. All such reports shall be forwarded to the Associate Superintendent for Human Resources who will then forward them to the Board and Risk Manager. The Associate Superintendent for Human Resources shall comply with any reasonable request from employees for information in his/her possession relating to the incident or the person(s) involved. The Associate Superintendent for Human Resources will provide reasonable assistance to classified professionals, the police, and the courts, as permitted by law.
- D. When an incident occurs that involves classified professional's future liability or security or that of the District, the principal or supervisor will initiate a report summarizing this incident. This report will be signed by the involved person(s) and the principal or supervisor within one week of its occurrence. A copy of this report will be placed in their formal personnel file.

## **ARTICLE 12 - PROBATION**

The probationary period for new classified professionals will be for the first year of employment. Classified professionals changing positions will also be on probation for one year. Classified professionals will advance by step on the salary schedule according

to District protocol for all classified professionals. There will be an evaluation by the administration of all probationary classified professionals covered under the terms of this agreement. The classified professional will be given assistance to correct deficiencies. A probationary classified professional must be performing satisfactorily in all areas when he/she is evaluated or he/she may be terminated. The District and NCCPA agree that on-the-job training with supervision is essential for all classified professionals during the probationary period. **The continuation of employment after completion of a probationary period should not in any way be interpreted to mean that the school district has contracted to offer the classified professional lifetime employment or employment for any specified term. Completion of the probationary period does not confer upon any classified professional a contract of employment for any specified period of time.** Retention of a classified professional after the probationary period shall mean only that the classified professional has during the probationary period met minimum performance expectations set by his or her supervisor or department. **All District Classified Personnel are and remain “at will” employees. Nothing herein shall change the classified employee’s “at will” employment status.**

### **ARTICLE 13 – PROMOTIONS**

Promotions will be made on the basis of overall job performance and other relevant factors, including but not limited to, experience with the Natrona County School District # 1, other skills and qualifications and proper certifications and licenses if required. The certification and licensing shall be current upon application. If requested in writing, a

classified professional passed over for promotions shall receive a report setting forth the reasons for non-promotions to enable the classified professional to correct any deficiency in the future. A transfer can be made to the same or lesser-rated job through a voluntary process by application, and on the basis of the job related factors set forth above, and overall job performance considered, for the opening or by an involuntary process for good and sufficient reason. In case of transfer, the supervisor filling the position will have final say of selection.

It is recognized that classified professionals represented by this agreement should have the opportunity to apply for supervisory and/or apprentice of crafts positions within the District. Seniority does not have to be considered for those vacancies.

Seniority for promotions and pay purposes shall be computed at 2080 regular work hours per year. (See Article 14, Transfer and Experience Credit).

**ARTICLE 14 – TRANSFERS AND EXPERIENCE CREDIT – ALL CLASSIFIED PROFESSIONALS**

- A. The difference between the base salaries will be added to or subtracted from the current salary. If moving to a higher range, the classified professional would move to the next higher rate of pay. If moving to a lower range the classified professional would move equal to or less than the next lower rate of pay.
- B. Local experience credit: If a classified professional resigns and is reemployed by the District within three (3) years in the same job code, they will be placed on the

closest rate of pay but no more than the rate at which they left. If a classified professional is hired in a new job code, the standard transfer calculation will apply. Classified professionals who are reemployed will begin with first year benefits.

- C. Out of District experience: All new classified professionals will start at step one unless, due to market, credit needs to be given for experience. This credit will be given after substantial rationale and with the association's knowledge, but not necessarily agreement.
- D. When hiring from outside Natrona County School District, if the classified professional has comparable experience upon hire, they may be placed on a step higher than the base step. The years of experience credit will not exceed 15 years.
- E. The formula is as follows:

4 - 6 years	Step four
7 - 10 years	Step six
11 – 15 years	Step eight

Exceptions to the above regulations may be made by the Associate Superintendent of Human Resources.

**ARTICLE 15 – VACANCIES, FILLING OF:**

- A. Vacancies to be filled by classified professionals represented by this contract will be posted so that NCCPA classified professionals can become aware of the

posting, which will contain a description, shift, and salary. Vacancies will be posted on the NCSD web page.

- B. If a job opening (1) occurs, is filled, and another job opening (2) is available a few weeks later, in the same rank, the person who acquired job opening # 1 should not be allowed to apply for job opening # 2, unless six (6) months or more have elapsed between the opening, unless there are unusual circumstances as determined by central administration. However, if a position comes open that will result in a higher position than job opening # 1, the person who had applied for position # 1 would be allowed to apply for the higher or full-time position no matter how long he/she had been in his/her present position.

## **ARTICLE 16 - COMPENSATION AND BENEFITS**

### **National Board Certification**

Natrona County School District believes that classified professionals, who demonstrate a commitment to exceed requirements of employment by voluntarily completing and maintaining a rigorous national certification in their professional field, bring extra value to the district.

Guidelines implementing recognition and financial incentives for National Board

Certification will be in alignment with board policy and administrative regulations.

**ARTICLE 17 – ANNUAL LEAVE/VACATION ALL CLASSIFIED PROFESSIONALS**

A. Annual leave for a 260-day classified professional shall be accrued monthly according to the following schedule.

Term of Employment	Annual leave credited
Months of service	Each Month In hours
1 to 48	6.6667
49 to 120	10
121 to 168	10.664
169 to 228	12
Greater than 228	13.336

B. Computation of Annual Leave: Part-time classified professionals who take a full-time position will receive credit for their part-time contracted work experience in the District. Temporary employment will not be included. Incoming credit will be given at the ratio of one (1) day for every five (5) years of full-time credit.

Full-time credit is to determine the incoming number of days and the factor at which annual leave will be earned. Classified professionals will start to earn annual leave the first (1<sup>st</sup>) month of full-time employment. The following pro-rated formula will be used in determining the yearly ratio:

$$\begin{aligned}
 &(\text{No. of Hours Worked/day} \times \text{No. of Hours/week}) \times \text{No. of Weeks Worked}/2080 \\
 &(\text{full-time}) = \text{Ratio to Full-time.}
 \end{aligned}$$

Example: Classified professional has worked six (6) hours per day for thirty six (36) weeks for five (5) years as a part-time classified professional and now takes a full-time position.

$(6 \times 5) \times 36 / (8 \times 5) \times 52 = .519 \times 5 \text{ years} = 2.595$  (2.6 years credit on Annual Leave Schedule).

$2.595 \times 12 \text{ months/year} = 31$  months of service.

Note: Assumption that the yearly contracted hours and days were the same for all five (5) years being pro-rated.

Annual leave is accrued monthly and is available for use following the payroll period in which it is accrued.

A new classified professional will receive a full month accrual of leave benefits if he/she starts work before the 16<sup>th</sup> of the month. When the start date is after the 16<sup>th</sup> of the month, a half month accrual of leave benefits will be accrued.

Leave benefits are accrued in relation to the classified professional's benefited hours and days. Leave is available for use only during regular agreement benefited days.

C. Classified professionals earning annual leave days may accumulate over a period of years up to a maximum of thirty (30) days as of July 1 each year. All annual leave in excess of 30 days as of July 1 each year will be forfeited.

Accumulated days may be taken consecutively if approval to do so is acquired through normal procedures. Reasonable advance notice shall be given to take more than fifteen (15) consecutive days of vacation, in order to secure a replacement for the duties to be performed.

1. Classified professionals are encouraged to utilize their full annual leave due to the positive effects on the well being of a classified professional's mental and physical health.
2. Exceptions to this clause may be appealed to the Human Resources Department in the event of extenuating circumstances. The appeal must include the recommendation of the classified professional's immediate supervisor.

D. Unused annual leave days will be reimbursed at the classified professional's present rate of pay when employment is severed with NCSD#1.

E. Classified professionals transferring from a position with annual leave to a position that has no annual leave will be paid for unused annual leave at the rate of pay of the exiting position.



**ARTICLE 18 – COMPUTATION OF LEAVE BENEFITS OTHER THAN  
ANNUAL LEAVE**

- A. Leave benefits, other than annual leave, accrue in relation to your benefited hours and days.
- B. Rehired district classified professionals will begin with first-year benefits.
- C. Transferring in-district classified professionals will retain accrued benefits.

**ARTICLE 19 – HOLIDAYS**

Paid holidays will count in the 40 hour work week relative to the payment of time and a half for over 40 hours, but sick leave and vacation time will not count. Classified professionals will have twelve paid holidays to be announced annually upon approval of the District calendar. This applies to 260 day classified professionals only.

**ARTICLE 20 – INSURANCE *and* ANNUITIES**

- A. The Board will pay, at a minimum, the Wyoming Employees’ Group Insurance (EGI) Department calculated employer contribution for eligible classified professionals and their eligible dependents (spouse and/or children) electing health, dental and life insurance coverage.
- B. The Employer contributions are fixed dollar amounts calculated by EGI based on the level of coverage elected: Employee only, employee + children, employee + spouse, family or split contracts. If the monthly premium for an employee’s

elected insurance benefits is less than the amount the State contributes, the balance remaining is retained by EGI.

- C. If the monthly premium for the employee's election of coverage options exceeds the amount established and appropriated by the legislature, the employee will be responsible for the balance owed. The amount of monthly contribution to be made by employees enrolled in the group insurance plan for themselves and their dependents shall be deducted by NCSD from the employees' monthly salaries and remitted to Wyoming Employees' Group Insurance Department.
- D. In the event of reduction in state insurance benefits as established October 1, 2010, CIC will re-evaluate the group insurance benefit.
- E. No employer contribution is provided for voluntary products.

#### **ARTICLE 21 – OVERTIME PAY**

- A. Overtime will be paid to all classified professionals in accordance with the Fair Labor Standards Act.
- B. No compensatory hours will be allowed. Trade time will be allowed if taken within the same week (Saturday through Friday).

#### **ARTICLE 22 – PROJECT BASED ASSIGNMENTS FOR EXEMPT CLASSIFIED PROFESSIONALS**

Exempt classified professionals working excessive hours for prolonged periods of time shall be addressed in the following manner:

Tier one:

Educate administrators, supervisors and exempt classified professionals regarding the procedures and protocols associated with being an exempt classified professional. This will provide administrators, supervisors and classified professionals a common understanding of school and District work expectations. It will also assist in giving classified professionals processes in appropriately navigating their work.

Tier two:

Exempt classified professionals are asked to work with supervisors and/or administrators to come to a common understanding and agreement in completing assigned work without it becoming excessive for the classified professional.

Tier Three:

In the event that issues were not resolved at tier two, Human Resources would establish procedures which might include but are not limited to, looking at compensatory time, schedule allowing rotation, a pool of non-exempt classified professionals to work overtime, tracking of time, project stipend, staffing or work review.

**ARTICLE 23 – SICK LEAVE - ALL CLASSIFIED PROFESSIONALS**

A. Sick leave will be accrued monthly according to the following schedule:

<b>Days Worked Per Year</b>	<b>Sick Leave Accrued</b>
260	12 days leave
188, 200, 220	10 days leave
175	9 days leave

B. Requested personal or family sick leave will be applied against the classified professional’s benefits in the following order:

1. Accumulated personal sick leave
2. All benefits will be exhausted prior to use of unpaid leave. Unpaid leave is calculated on classified professional’s daily rate of pay and deducted from the classified professional’s paycheck. If sick leave benefits are exhausted refer to Article 16, section C.

C. Procedures:

1. Unused sick days will be credited to the classified professional with unlimited accumulation.
2. All FTE days accumulated above 50 days shall be reimbursed at \$40.00 per day when a classified professional retires or leaves the district.
3. Unused personal days will be added to a classified professional’s sick leave accumulation.

4. After an absence of five (5) days, or a pattern of absenteeism suggesting abuse is established, the Associate Superintendent of Human Resources or his/her designee may require a certificate from a licensed physician stating the absence was necessary due to personal illness and Associate Superintendent for Human Resources may require such a certificate for all absences through the end of the year.
5. Falsification of sick leave records will lead to disciplinary action that may include but not limited to suspension, termination, and/or dismissal.
6. A classified professional leaving his/her duties during a day will be charged time to the nearest quarter hour.
7. A classified professional may use personal sick leave days to care for family members who are ill.
8. Sick leave and worker's compensation: A classified professional eligible for worker's compensation may choose between sick leave benefits or worker's compensation benefits. Classified professionals cannot receive both benefits simultaneously.
9. Classified professionals who are eligible must apply on or before the 90<sup>th</sup> calendar day of absence. Leave benefits will be paid if available, through the 90<sup>th</sup> calendar day. No benefits will be paid after the 90<sup>th</sup> calendar day, unless long-term disability is denied. Eligibility and approval of long-term disability is subject to the long term disability policy.

#### D. Sick Leave Bank:

The bank may be drawn upon by application to the Associate Superintendent of Human Resources/designee. The sick leave bank days may be requested only for the classified professional's personal illness. The classified professional must use all sick leave, his/her personal day of leave (if available), and a maximum of 5 days of annual leave for the illness before requesting from the sick bank. A certificate from a licensed physician is required. Classified professionals will not be granted more than 30 days from the sick bank in any fiscal year.

#### E. Donated Sick Time

1. A classified professional who has used all of his or her personal leave and needs additional days due to a catastrophic condition suffered by a spouse or dependent child may apply for catastrophic leave.
2. The classified professional must apply with the Associate Superintendent for Human Resources/designee to receive the voluntary donation of sick days from other classified professionals. Up to thirty (30) days may be requested in a twelve-month period.
3. Classified professionals may voluntarily donate unused sick leave provided they maintain more than fifty (50) sick days after any donation. Classified professionals must notify the Associate Superintendent for Human Resources/designee in writing of the request to donate days to a specific classified professional. Classified professionals may donate an annual maximum of five sick days.

## **ARTICLE 24 – TEMPORARY LEAVES OF ABSENCE**

- A. Personal Day of Leave: Classified professionals shall be granted personal leave in hours equivalent to 1 full contract day based on the first active contract of each fiscal year. Unused days will accumulate up to a maximum of five (5) days. If more than five (5) days are accrued by June 30<sup>th</sup>, the additional day will convert to sick leave on July 1<sup>st</sup>. Personal leave will not be used for other employment. Application for leaves of absence under this article should be submitted in writing as far in advance as possible to the principal or supervisor for clearance, and must be submitted at least 24 hours before taking such leave except in the case of emergencies. Classified professionals starting after December 31 will receive personal leave hours equivalent to one half contract day for that year.

Classified professionals who have accrued 60+ sick-leave days may exchange and use one sick leave day per year for one additional personal day of leave. This applies to those classified professionals who maintain more than 60 days of accrued sick leave.

- B. Death and Bereavement Leave: A classified professional will have up to five days per year of pay to attend funerals or attend to transactions related to the death of family members, close family friends, and relatives. Exceptions to this item must be approved by the Associate Superintendent of Human Resources or his/her designee. This will be prorated based on the new employee's start date. Unused bereavement leave does not carry over from one year to the next.

- C. Military Leave: Notice of military leave and orders must be given to the classified professional's immediate supervisor as soon as they are available to the classified professional. The supervisor will forward this notice to the department head who will forward the information to the Associate Superintendent for Human Resources.
- D. Jury Duty or Court-directed Witness: Time necessary for appearance in any legal proceedings connected with the classified professional's employment with the school system will be granted without loss of pay. Time off for non-district related legal proceedings may be granted. The classified professional may use personal, annual or unpaid leave if other leave is exhausted. Full-time pay may be granted with the Associate Superintendent for leaves for legal proceedings in which the classified professional is subpoenaed. Classified professionals called for jury duty shall continue to receive District salary, but will return all jury stipends to the District. Classified professionals who receive a stipend for being a witness during school time shall return all such stipends to the District.
- E. Unauthorized Absences: A classified professional will not be paid for an unauthorized absence and will be subject to disciplinary action.

**ARTICLE 25 – EVALUATIONS - ALL CLASSIFIED PROFESSIONALS**

- A. All classified professionals shall be evaluated annually on the District approved Classified Professional Evaluation form. The evaluations shall be conducted by



the building administrator or the immediate supervisor. All evaluations will be permanently filed in the District Personnel Office.

- B. A classified professional receiving an unfavorable evaluation may request the reasons in writing and a follow-up conference with the administrator or immediate supervisor and request an NCCPA representative to be in attendance with the classified professional. Such requests will be made within ten (10) days after receiving the evaluation.
- C. If a classified professional is marked as “needs improvement” in any area of his/her evaluation as of June 1 of each calendar year, the classified professional may not move on the salary structure. If the classified professional is at the top of the schedule, the classified professional would not qualify for any one-time payment.

Human Resources will notify the classified professional in writing that the classified professional does not qualify for movement on the salary schedule. The letter will be placed in the personnel file. Status is in effect for the full fiscal year (July 1 – June 30).

## **ARTICLE 26 – GRIEVANCE PROCEDURE**

### **A. Definitions:**

1. Complainant(s): is the person(s) asserting a grievance.
2. Respondent(s): is the person(s) against whom the grievance is filed.

3. Grievance: is an alleged violation, misinterpretation, or alleged misapplication of a specific article or section of the Work Agreement.  
The term “grievance” shall not apply to any matter as to which the method or review is prescribed by law.
  - a. The grievance shall be in writing and shall include the Respondent and Complainant(s) name, position, the date of the alleged violation and date of filing.
  - b. The grievance shall indicate the specific article and section of the Classified Professional Work Agreement (CPWA) allegedly violated, allegedly misinterpreted, or allegedly misapplied.
  - c. The grievance shall indicate the specific reasons why the Complainant(s) thought an article or section was allegedly violated, allegedly misinterpreted, or allegedly misapplied.
  - d. The grievance shall suggest a solution being sought.
  - e. The grievance shall be signed personally by the Complainant(s).
4. Days: Days shall mean working days exclusive of Saturday, Sunday, or official holidays. In computing any period of time prescribed by these rules the day of the act or decision from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included.
5. Board: The Board of Trustees

6. Superintendent: The superintendent and/or his/her designated representative.
7. Appropriate level for filing: There shall be three and only three levels for filing. They shall be (1) the building principal and/or other administrators on the administrative salary schedule, (2) the superintendent and/or assistants, and (3) the Board of Trustees. The appropriate level for filing is that level which corresponds to the person who made the decision(s) that generated the grievance.
8. **At Will Employment: All District Classified Personnel are and remain “at will” employees who may leave the District’s employment at any time or who may be released from the District’s employment at any time, with or without cause. Nothing herein shall change the classified employee’s “at will” employment status.**

B. Elements of the Grievance Procedure

1. After the initial filing of the grievance, no new items, facts, issues, or allegations shall be officially permissible. Should any of these items, facts, issues, or allegations be introduced after the initial filing, the grievance shall be referred back to the original starting point, and the procedure resubmitted.
2. The Complainant(s) and the Respondent(s) have the right to have one (1) representative accompany them at any level. No limitation shall be placed

on the function of said representative other than those limitations placed on all other parties of the grievance.

- a. The Complainant(s) may be represented by anyone he/she may designate, except a higher official who may eventually be involved in the grievance.
  - b. The Respondent(s) may be represented by anyone he/she may designate, except a higher official who may eventually be involved in the grievance.
3. The time limits indicated at each step shall be considered to be the maximum.
4. The time limits may be waived by mutual consent of both parties. The waiver shall not apply to the ten (10) days allowed for initial filing of the grievance.
5. Should a grievance be filed which might not be resolved at level three (3) prior to the end of the school year, the time limits set forth herein may be reduced by the Associate Superintendent of Human Resources or designee, so that the grievance shall be resolved by the end of the school year or as soon thereafter as practicable.
6. If the grievance is not processed to the subsequent step within the specific time limits the grievance shall be considered to have been resolved on the basis of the administration's last decision.

7. During the grievance procedure, the Complainant(s) shall abide by the decision of the Respondent(s) until the grievance is resolved. No reprisal or coercive action shall be taken by the Respondent(s), the Complainant(s), or any classified professional against any person involved in the grievance.

C. Procedural Steps

1. Informal discussion: Individuals are encouraged to discuss problems on an informal basis with their principal. Either party to any informal discussion may request written documentation of such a meeting at the conclusion of the meeting. Such a discussion does not constitute a level in the procedure. Either party may request the Interest-Based Agreement Process facilitation and problem solving process to assist in the resolution at the informal level. This shall be requested in writing before the tenth contract day when the Complainant(s) knew or should have known of the situation that generated the problem. This request will suspend the time line related to the grievance process. If resolution is not satisfactory to both parties, the clock starts again at the conclusion of the Interest-Based Agreement Process.
2. LEVEL ONE: The Complainant(s) will file the grievance with the Respondent(s) at the appropriate level on or before the tenth (10<sup>th</sup>) work day from when the Complainant(s) knew or should have known of the situation which generated the grievance. At the time of the filing, the

Complainant(s) and the Respondent(s) shall make arrangements for a conference to discuss the grievance. This conference shall be held on or before the fifth (5<sup>th</sup>) contract day from the filing date. During this conference, the Complainant(s) and the Respondent(s) will discuss the grievance with the objective of resolving the grievance. The Respondent(s) has five (5) contract days from the day of the conference to render a written decision to the Complainant(s).

3. LEVEL TWO: Should the grievance not be resolved at level one, the Complainant(s) may file an appeal at the Superintendent level with a copy to the Respondent(s). Complainant shall identify each basis for objection to the Respondent's decision. Filing shall take place on or before the fifth (5<sup>th</sup>) contract day after receipt of the written report from the previous level.

The Complainant(s) and the Respondent(s), within five (5) school days of the appeal being filed, shall submit statements, in writing, containing evidence and facts pertaining to the grievance. Statements and documents shall be submitted to the Superintendent or designee.

On or before the fifth (5<sup>th</sup>) contract day after the date of the last submitted statement the superintendent or designee shall meet with the Complainant(s) and the Respondent(s) with the objective of discussing the grievance and obtaining the viewpoint of the Complainant(s) and the Respondent(s).

On or before the fifth (5<sup>th</sup>) contract day after the termination of the meeting described immediately above, the superintendent or designee shall issue a written decision to the Complainant and Respondent.

4. LEVEL THREE: Should the decision in level two be unsatisfactory to the Complainant(s), the Complainant(s) may file an appeal to the Board. Filing shall take place on or before the fifth (5<sup>th</sup>) work day after the receipt of the decision from level two. The appeal shall be written and shall be filed with the superintendent who will inform the chair of the Board and the other party that an appeal has been filed.

The Board, at the next regularly or special scheduled Board meeting and during executive session, will hear the evidence. Both parties shall be entitled to be present. The Complainant(s), the Respondent(s), and the Board may mutually agree to a decision at this executive session. In the event that no decision is reached, the Board shall issue a written decision no later than the next regularly scheduled meeting.

A written decision shall be sent to the Complainant(s), the Respondent(s) and the President of the NCCPA (as appropriate).

## **ARTICLE 27 – DUE PROCESS AND CORRECTIVE ACTION**

The purpose of this article is to assist the employer and employee in understanding the employee's due process rights, correcting poor job performance and improper conduct, and advising the employee of the potential consequences for poor performance and/or conduct. NCS D is an "at-will" employer; classified employees may be discharged at any time with or without cause. However, the following are general NCS D guidelines for corrective employment action. It is the responsibility of the employee to be familiar with and comply with all policies, rules and regulations.

### **DUE PROCESS**

In the event a material allegation or report of unsatisfactory performance and/or unacceptable conduct is made against an employee, the employee has the right to be told the nature and sufficient details of the allegation so that the employee may explain his/her side of the story. The employee shall also be given the opportunity to present exculpatory evidence (such as documents, emails, text messages, etc.) to inquiring supervisory or administrative personnel, and to provide the names of witnesses whom the employee believes may provide exculpatory information.

### **CORRECTIVE ACTION**

1. Each employee is entitled to a copy of NCS D job description, which he may request at any time. Additional details of job expectations may be provided and/or discussed during the employee's orientation and as needed throughout his/her employment.



2. An employee who has questions concerning job expectations should seek clarification from his/her supervisor.

3. An NCSD classified employee may receive corrective direction through, *but not limited to*, the following: verbal or written counselings; verbal or written warnings; performance improvement or other plans; evaluations; evaluation amendments; testing; suspension without pay; mandatory education; and/or discharge. These may include, *but are not limited to*, one or more of the following (while supervisory personnel may, in certain circumstances, utilize increasingly serious warnings, there is no guarantee that corrective action will be linear, “progressive” or repeated.):

a. Notice: A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is made by the supervisor. The employee may receive or request a copy of the written record. Depending on the seriousness of the infraction and other considerations, employees should recognize that another infraction or other unacceptable behavior may result in corrective action up to and including discharge.

b. Written Warning: Written warnings are used for behaviors or violations that a supervisor considers serious, or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee’s personnel file. The employee should receive a copy of the written warning. The employee may be asked to sign a copy of this document attesting to

their receipt and understanding of the corrective action or warning, but does not constitute agreement. Employees should recognize that another infraction or other unacceptable behavior is likely to result in discharge.

c. **Suspension Without Pay:** There may be performance, conduct or safety concerns which warrant temporary removal of the employee from the workplace. Suspensions without pay may be part of a corrective action response to serious or continuing unsatisfactory behavior. An employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. All suspension recommendations are reviewed by Human Resources prior to implementation. Suspensions are documented and placed in the employee's personnel file. The employee should receive a copy of the suspension notice. The employee may be asked to sign a copy of this document attesting to their receipt and understanding of the corrective action or warning, but it does not constitute agreement. Employees should recognize that another infraction or other unacceptable behavior is very likely to result in discharge.

d. **Performance Improvement Plan (PIP):** Performance Improvement Plans may be utilized, in lieu of discharge, when the employee has demonstrated repeated and/or serious performance or conduct issues. The PIP provides the employee

with an opportunity to substantially improve his/her performance by establishing and meeting goals within a period of time not exceeding 90 days unless otherwise extended. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the association. The employee should be provided with a copy of the plan. The employee may be asked to sign copies of this document attesting to their receipt and understanding of the PIP goals and expectations. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals were not met, the employee may be discharged.

4. The standard which is applied in determining whether an infraction has taken place or an allegation is “substantiated” is whether the allegation is supported by a “preponderance of the evidence” or has more likely than not occurred or failed to occur.

5. Dismissal: While dismissal of an NCSD classified employee may occur “at will,” dismissal generally occurs only after reasonable efforts to correct an employee’s unsatisfactory behavior have failed. Or, dismissal may occur without prior warning in response to one or more serious performance or conduct infractions. Prior to dismissal, Human Resources administrators will evaluate the employee’s performance history, prior record, length of service and the seriousness of any past and present substantiated allegations.

6. Performance and Conduct Issues Warranting Immediate Dismissal: Below are, *including but not limited to*, behaviors which may result in immediate discharge.

- a. Violation of Evaluation Standard 6 Professional Responsibilities.
- b. Violation of Board Policy, Administrative Regulation, Standard Operating Procedures, and/or Insubordination.
- c. Alleged Illegal Behavior: Allegations of behavior that are or may be illegal may be reported to local law enforcement. If the allegations are substantiated through a workplace investigation, the employee may be terminated immediately. If illegal behavior or allegations of illegal behavior outside the employment environment are discovered, employment status will be considered on a case-by-case basis.

Amended date: January 28, 2019  
Amended date: April 16, 2018  
Amended date: December 9, 2016  
Amended date: January 22, 2016  
Amended date: April 16, 2015  
Amended date: May 13, 2014  
Amended date: March 22, 2013  
Amended date: April 30, 2012  
Amended date: July 21, 2020