

**Certified Professional
Employment Document
(CPED)**

2020-2021

***Work Agreement between
Natrona County Education Association
and Natrona County School District #1***

CERTIFIED PROFESSIONAL EMPLOYMENT DOCUMENT

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GENERAL TERMS

This document shall hereinafter be referred to as the Certified Professional Employment Document (CPED).

When any provision in this document is in conflict with any state or federal law or state law, rule or regulation, only that provision or item shall be void and the remaining terms and conditions shall not be affected. Practices in the district shall be aligned with state accreditation rules.

In this document, the term certified professional will be defined as any teacher, guidance counselor, coordinator, social worker, education specialist, consultant, nurse, librarian, tutor, psychologist, instructional facilitator, speech and language specialist, vision specialist, occupational therapist, physical therapist, special education coordinator, teacher of the deaf/hard of hearing, audiologist, behavior interventionist, instructional strategists, and any other certified/licensed group which votes to be represented by this group within the provisions under contract with the district.

Nothing contained in this document shall prevent an individual employee and the board from agreeing to other terms and conditions of employment. However, such conditions and terms contrary to this document must be agreed to by the individual employee and the board/designee in writing. The NCEA president will be notified of exceptions. If concerns develop, the issue will be resolved through the Interest-Based Agreement Process.

It is not intended that any of the provisions of this document, the Compact, or an individual's contract shall fall under the Uniform Arbitration Act, Wyo. Stat., 1977, as amended, Section 1-36-101 through 1-36-119.

NO STRIKE

No strike, speech, writing, press release, or other concerted activity derogatory to the NCEA or other Employee Organizations, School Administration, Board or their

members relative to a dispute in question shall be taken by any party or their agents during the Compact Issues Committee process.

ASSOCIATION INFORMATION

A. Association Engagement Time

In 2003 the Compact Issues Committee agreed that the Natrona County Education Association would receive 1.0 full time equivalency of a certified employee. This 1.0 F.T.E. may be used to release the President and/or other employees at the discretion of the NCEA Executive Board. If requesting release time, the President shall identify the mutual goals, which will be pursued for the common good. The Board will continue to pay salary and fringe benefits for the NCEA president provided that the president is willing to work on mutual problems in the District. These mutual problems may be identified by either administration or certified professionals and to facilitate this, the NCEA President and Superintendent shall meet on a regular basis.

While serving in a full-time release capacity, the NCEA President will be evaluated yearly by the Associate Superintendent of Human Resources in collaboration with the NCEA Executive Board. Should the NCEA President receive an unsatisfactory evaluation, the NCEA Executive Board retains the right to recall the President per NCEA bylaws. The NCEA President will be returned to a comparable position in the District.

A certified professional granted leave to serve as NCEA President shall return to a comparable assignment at the salary level recognizing higher educational and experience status and on the step they would have attained had they not taken leave.

Should the NCEA choose not to use their entire 1.0 F.T.E. to pay for the release of certified employees the equivalent money can be used for other NCEA needs such as professional development for members.

B. The NCEA will be given a bank of 75 sub-dock days for association business provided the NCEA pays the cost of substitutes. If no substitute is hired, neither the NCEA nor the member will be charged for a substitute, but the time will be charged against the 75 sub-dock day bank. Examples of business to be covered include, but are not limited to, the following:

1. President-Elect Workshop
2. Inter-Personal and Other Workshops
3. State Legislature (Informational Exchange)
4. WEA Commission and Committee Meetings
5. WEA Delegate Assembly

Forms authorizing use of NCEA sub-dock days shall be issued by the NCEA President to the certified professionals affected. The appropriately signed forms will be given to principals along with requests for leave. Principals will attach the NCEA forms to leave forms sent to the business office. The portion for the NCEA will be verified by the principal and sent to the NCEA office.

Leave required for NCEA representation on Compact Committees or other District committees shall be considered District Business and will not be charged against the NCEA sub-dock bank. If needed, substitutes will be provided by the District. Examples of such District Business include, but are not limited to, representation on the following:

1. Compact Issues Committee
2. Compact Steering Committee
3. Leader Group
4. Problem Solvers Ad-Hoc Committees
5. NCSD Standing Committees
6. NCSD Advisory Groups

C. Leaves for executive positions in such professional teaching organizations as NEA, WEA, and NCEA shall not be arbitrarily denied.

D. Two hours shall be allotted during new certified professionals' orientations for a joint presentation involving representatives of the NCEA and the administration

for the purpose of reviewing rights and responsibilities of certified professionals in the district.

USE OF SCHOOL FACILITIES

- A. The NCEA 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 a reasonable time in advance of the desired time of use.
- B. A bulletin board, or a portion thereof, will be provided by the school district in each building's workroom, or other appropriate place for the exclusive use of the NCEA. No partisan political material will be posted.
- C. The NCEA has the right to place a reasonable number of notices, circulars, and other materials on the NCEA bulletin board and in teachers' mailboxes, provided a copy has been sent to the Superintendent or designee.
- D. No certified professional shall be prevented from wearing pins or other identification of membership in the NCEA, provided it is not of such size or nature as to disrupt orderly school relationships or interfere with classroom effectiveness.
- E. The Board shall continue its practice of allowing the NCEA to deliver its materials through the school delivery service.
- F. No school personnel shall interfere with NCEA materials when proper procedures have been followed.

WORKING CONDITIONS

- A. Certified professionals shall be informed of and required to follow the process used to report unavailability for work. Certified professionals whose absence requires a substitute shall enter absences in the District substitute tracking system. Once certified professionals have reported unavailability, it shall be the responsibility of the administration to arrange coverage.
- B. When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the conducting of school,

certified professionals shall not be required to be in attendance. Notice of closing shall be given through local electronic media at the earliest possible time.

TEACHING HOURS AND CLASSROOM TEACHING LOADS

WORK YEAR AND WORK DAY

- A. Unless otherwise specified in a certified professional's contract, his/her work year shall not exceed one hundred and eighty-eight (188) days.
- B. The school calendar shall be as adopted by the Board of Trustees.
- C. Unless otherwise specified in a certified professional's contract, it is agreed that a certified professional's normal week will be thirty-five (35) hours or 2100 minutes per week. Sixty-five to seventy percent (65%-70%) or 1365-1470 minutes of a classroom teacher's work week is to be devoted to instruction and supervision of students. Assignments for instruction and supervision may include, but are not limited to time when the professional is delivering instruction and assigned transition time to ensure student safety.

Five to fifteen percent (5%-15%) or 105-315 minutes of a classroom teacher's work week is to be devoted to collaboration. Collaboration is defined as an ongoing process/strategy assigned by principals to a group of classroom teachers working as a team with a common focus (grade level, content area, departmental, etc.) that gather regularly, in a structured, agenda-driven fashion to inform the teaching, learning, and mastery of content standards (also called a guaranteed and viable curriculum). Collaboration is a strategy used to support district and school strategic plans. There must be a focus on data and a commitment to continuous improvement on positively impacting student achievement during collaboration time. Collaboration time should be used to address: 1) what students need to learn, 2) how teachers know when students have learned it, 3) what teachers do when it's been learned, and 4) what teachers do when it hasn't been learned. This work will also include issues and topics that impact the needs of the whole child (physical, social, emotional and

intellectual). Collaboration time also applies to certified tutors. In the event of a local state or national declaration of a pandemic, collaboration time can be used for student supervision needs as directed by the classroom teacher's individual principal.

Twenty to thirty percent (20%-30%) or 420-630 minutes of a classroom teacher's work week is set aside for professional planning time which may include planning, preparation, student evaluation, parent meetings, or other professional duties such as 504 or IEP meetings. Professional planning time also applies to tutors.

Teacher work week

	Minimum	Maximum
Instruction	65%	70%
	1365 minutes	1470 minutes
Collaboration	5%	15%
	105 minutes	315 minutes
Planning	20%	30%
	420 minutes	630 minutes

D. Certified professionals are required to attend reasonable and necessary meetings called by the principal outside the workday, for periods of time without additional compensation. Meetings will begin fifteen (15) minutes after classes are dismissed. Certified professionals will be given five (5) school days' notice of all meetings (such as evening or weekend meetings) expected to last more than one and one half (1 1/2) hours in length, and/or beginning later than fifteen (15) minutes after classes are dismissed. If these meetings are required of certified

professionals before classes, the meetings will not exceed thirty (30) minutes in length.

- E. A principal may require certified professionals to attend reasonable and necessary meetings during their professional time.
- F. Faculty meetings will not be held during the students' lunch period.
- G. Acceptance of a co-curricular assignment shall be voluntary. If a certified professional accepts compensation for a co-curricular activity, the certified professional will be required to be present and perform assigned and appropriate co-curricular duties at all times the certified professional asks students to participate.
- H. If a certified professional is not receiving compensation for a co-curricular activity or compensation for supervision of an activity, or supervision of students, a certified professional's attendance at such activity is voluntary.
- I. A certified professional's duty-free lunch is not part of the work day and shall be at least equivalent to the time allotted for the students' lunch period.
- J. The number and length of preparation periods shall be determined by a classroom teacher's individual principal.
- K. If a special subject teacher is in charge of a teacher's room, the teacher has the right to leave the classroom.
- L. Teachers shall not be required to teach beyond the endorsements of their certificates, and secondary teachers shall not have more than three (3) distinct teaching preparations within said subjects at any one time, with the exception of foreign language teachers. At Midwest or other schools or programs of 300 students or fewer, teachers may be required to have five (5) distinct teaching preparations. The principal shall determine if a teaching preparation is a distinct preparation. The above-mentioned guidelines may be waived if teachers voluntarily agree in writing.
- M. Certified professionals may leave the building during unassigned periods provided they notify the office at the time of departure and at the time of return. If a certified professional leaves the building without notifying the office, the

certified professional shall owe the District equivalent compensatory time.

Excessive use (more than 20% of unassigned periods over a three-month span of time) by an individual may result in suspension of the privilege for the remainder of the school year for that individual. This does not include school-related business. A teacher may, with office concurrence, cover classes for other teachers for less than one day without compensatory time.

- N. Certified professionals shall indicate their arrivals and departures to and from the building by a check mark on a roster.
- O. If a classroom teacher is offered and agrees to teach over seventy-five percent (75%) of the workweek, a separate contract will be written for that portion of the day in excess of 75%. The term for such an additional contract will be one year.
- P. If, upon a principal's request, in an emergency situation or when adequate substitutes cannot be obtained, classroom teachers substitute for others during their scheduled planning periods, compensatory time will be accumulated, and classroom teachers will have the allotted minutes credited to their teaching day in blocks of 300 minutes. The accumulated time may be taken off when mutually agreed upon by their principal and themselves. Fewer than 300 minutes may be transferred to the next school year. Certified professionals may not take off compensatory time prior to earning it, this would result in unpaid leave.
- Q. At the end of the school year, if certified professionals have compensatory time equal to 300 minutes, they will be reimbursed at the current rate of substitute pay per day.
- R. Certified professionals who travel between sites during the day will be given reasonable time to travel and mileage reimbursement between sites. Time and mileage will only be given for travel between assigned sites, not for travel to or from work. Mileage will be reimbursed according to finance protocols.
- S. Certified professionals whose primary assignment is a rural school will receive isolation pay. Isolation pay will be reimbursed according to finance protocols.
- T. Certified professionals assigned a rural school will be given additional time off immediately prior to attending District-required meetings in Casper. Time given

will be commensurate to the distance traveled. Certified professionals must contact their principals or the Human Resources division to determine whether they will be authorized such time.

CLASS SIZE

When any provision in this document is in conflict with any state or federal law or state law, rule or regulation, only that provision or item shall be void and the remaining terms and conditions shall not be affected.

Unless otherwise specified in a teacher's contract, the following guidelines for class size will be recognized and maintained if possible.

- A. In elementary schools, pre-kindergarten will have a maximum class size of eighteen (18) students per teacher, kindergarten through third will have a maximum class size of seventeen (17) students per teacher, and grades fourth through sixth will have a maximum of twenty-six (26) students per teacher.
- B. In schools other than elementary, academic classes will have a maximum size of thirty-two (32) pupils per teacher. "Academic" pertains to any class offered by Natrona County School District for which a student obtains a credit and/or makes progress towards graduation, which is aligned to Essential Curriculum, and is Board of Trustee approved.
- C. In determining special education class size for students with disabilities, there shall be a maximum number of fifteen (15) students in any one class period and a maximum number of ten (10) students in a district-wide special education program during any one class period.
 - a. Class size decision-making will include consideration of health, safety, and student learning needs.
- D. These stipulations may not apply in determining class size for a period not to exceed three (3) years of programs of instruction, which involve experimental or pilot programs designed to improve instruction.
- E. The District will stabilize class sizes at the appropriate level within three (3) weeks of the beginning of the school year.

- F. Exceptions to this document may be made with a teacher's written consent. Such exceptions shall be reported to the NCEA President and the Associate Superintendent of Human Resources.
- G. The Board retains the right to determine class size under this document. The Associate Superintendent for Human Resources shall inform the NCEA President of any changes in class size directed by the Board.

NON-TEACHING DUTIES

The Board of Trustees acknowledges that certified professionals primary responsibilities are to teach and that their energies should be, to the extent possible, utilized to this end.

- A. Unless otherwise specified in an individual's contract, the certified professional will not be required to drive pupils to activities that take place away from the school building. A certified professional may do so voluntarily, however, with the advance approval of their principal or immediate supervisor, who will require the certified professional to complete the proper form(s) for insurance coverage.
- B. No sponsor or coach of the students traveling to school-sponsored events may drive a vehicle with a capacity of more than sixteen (16) occupants including the driver. If a certified professional is not the coach or the sponsor of students traveling, the certified professional may act as a driver if regular bus drivers are not available, provided the certified professional has appropriate drivers license and endorsements. In such events the certified professional's compensation shall be at the bus driver base rate.
- C. Lunchroom assignments for secondary certified professionals may be made in lieu of a classroom assignment with the permission of the superintendent. An effort will be made for no certified professional to be assigned to supervise a lunchroom. If certified professionals are assigned a lunch duty, they will have the duty no more than every other year and the principal will include all available personnel in this rotation.

- D. Departments must have five (5) or more members of the department in order to have a department chair compensated for those duties. If a classroom teacher serves as a department chair, any such compensation will be set forth on his or her contract. If teachers are members of a department with a chair who is compensated, the teachers may annually express, in writing to the principal, their preferences for department chair by February 15, and the principal shall give their recommendation consideration.

CLASSROOM TEACHER ASSIGNMENT

- A. Nothing in a teacher's contract or this document shall prohibit his or her transfer within the school system to a position of equal or greater salary.
- B. Certified professionals who are employed by the Natrona County School District shall be assigned in accordance with the statutes, laws, rules, and policies to best fulfill the responsibility of the board of trustees to provide an educational program within the schools under its jurisdiction. Once a certified professional is assigned to a building, the assignment of courses he or she will teach, grades he or she will teach, or other contractual assignments are the decisions of the principal, within the limitations of the certified professional's certifications or licenses. A certified professional's principal will consult with the certified professional prior to making the certified professional's assignment.
- C. If possible, certified professionals shall be notified in writing of their tentative schedules for the upcoming year, including the schools to which they shall be assigned, the grades and/or subjects that they will teach, no later than the last working day of the school year.
- D. If certified professionals are assigned to more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Individuals shall be notified of any changes in their schedules as soon as practicable.
- E. If certified professionals are required to use their own automobiles in the performance of their duties (including if assigned to more than one (1) school per day), teachers shall be reimbursed at the rate permitted by this document.

Reimbursement for mileage shall be made on a monthly basis. All claims for this fiscal year must be submitted during this current fiscal year. Claims that are not submitted by the end of the fiscal year will not be honored.

REASSIGNMENTS

- A. A list of known or projected vacancies will be posted on the NCSD website.
- B. Requests for reassignment shall be in writing.
- C. If requesting reassignment, a certified professional shall submit the requests (including the grade and/or subject desired) to the principal of the school to which a reassignment is desired and to Human Resources as soon as feasible.
- D. A principal requesting out-of-building reassignment for a certified professional shall inform the certified professional of that request as soon as feasible.
- E. If a certified professional is on an employee improvement plan, the certified professional will not be transferred, nor will the certified professional be placed in another school/position through a reassignment process.
- F. Criteria for determining reassignments are the following: recommendation of the receiving principal, the certified professional's wishes of being reassigned, and the certified professional's qualifications and credentials (including area of certification/standard licensure and endorsements, and quality of teaching performance as determined by the supervising principal and Associate Superintendent for Human Resources.)
- G. If the principal determines that the criteria in paragraph F are equivalent, length of service in the District shall be used to determine who is reassigned.
- H. If a certified professional requests a reassignment and such an opening exists, reasonable efforts shall be made to grant the certified professional an interview.
- I. When a certified professional is being reassigned by the principal, the certified professional may request a meeting with the principal in order to clarify the reasons for the reassignment. If the certified professional objects to the reassignment after this meeting, the certified professional may request a conference with the Associate Superintendent for Human Resources.

FILLING VACANCIES INVOLVING PROMOTIONAL POSITIONS

All permanent position vacancies shall be advertised. Interim, pilot, or developmental positions may be filled without advertisement.

FACILITIES

The Board, through the superintendent, will consider the recommendations of certified professionals before teaching facilities are constructed or remodeled.

CERTIFIED PROFESSIONAL PROTECTION

- A. If certified professionals are physically or verbally assaulted in connection with their employment, certified professionals shall report the incident to their principal or immediate supervisor. Incidents will be investigated with appropriate consequences applied. When deemed necessary by certified professionals or the principal, a follow-up written report will be submitted to the Associate Superintendent of Human Resources.
- B. The principal or designee will contact the police for certified 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 written 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 a certified professional 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 certified professionals, the police, and the courts, as permitted by law.
- D. When an incident occurs that involves a certified professionals' future liability or security or that of the District, the principal will initiate a report summarizing this incident. This report will be signed by the involved certified professional(s) and

the principal within one week of its occurrence. A copy of this report will be placed in the certified professional's district personnel file.

STUDENT DISCIPLINE AND CONTROL

- A. The Board recognizes its responsibility to give support and assistance to school certified professionals with respect to student discipline policies and procedures of the District. Further, the Board recognizes that an effective discipline policy is intended to foster student growth while assuring each student an atmosphere which is safe, conducive to the learning process, and as free as possible from unnecessary disruptions.
- B. The discipline and conduct policy of the District is binding upon all school and student personnel at all District-operated or controlled buildings, on all playgrounds, in all vehicles, or on any other property owned or controlled by the District and at all activities conducted, sponsored, or participated in by school personnel or students of the District.

LEARNING RESOURCES

The Board of Trustees delegates the responsibility for the selection of learning resources to the professional staff employed by the school district. Selections shall be made in accordance with Board Policy. The Board of Trustees makes the final decision for the selection of all learning resources. Learning resources not undergoing a Board adoption shall be considered supplementary materials and shall be selected pursuant to the criteria for selection of learning resources as outlined in Administrative Regulations. The selection of learning resources on controversial issues will be directed towards maintaining a balanced collection representing various views in accordance with Board Policy and Administrative Regulations. Certified professionals will have the opportunity to be involved in the selection of learning resources.

A. Selection Process

The selection process shall be as follows:

1. Professional staff will evaluate State and District standards, available resources and curriculum needs, and cognitive research in the content areas. District committees, including representatives of the Natrona County Education Association, shall regularly review materials used to support learning of the aligned curriculum. The committee shall seek the advice of parents, students (when appropriate), community representatives and professional staff with varying points of view, interests, and concerns. The NCEA President, with approval of the NCEA Executive Board, will appoint NCEA representatives.
2. The District committees will:
 - a. Conduct a needs assessment and analyze the results to determine the necessity for new learning resources.
 - b. Collect and analyze current research in pedagogy and cognitive learning to create criteria to review and evaluate learning resources. Professional development on the research findings may be offered for certified professionals.
 - c. Review available learning resources and create a list of resources that are supported by the research findings and that provide equity for all students. The selection committee shall function without being subjected to any pressure from any source.
 - d. When appropriate, identify participants for pilot projects and evaluate the projects for potential District implementation.
 - e. Submit the list of learning resources and evaluation criteria to all staff who will be involved in using the materials.
 - f. Provide opportunities to review and evaluate the materials through faculty/department/grade level meetings, and collect feedback from all reviewers.
 - g. Consider all feedback and submit its final recommendations to the Division of Curriculum and Instruction and then the Board.
 - h. Schools wishing to deviate from the district selection process should

follow Code 6220 Board Policy School Improvement, Performance, and Accountability regarding requests for flexibility/autonomy.

For a period of four weeks prior to Board final adoption of new learning resources, copies of the proposed resources shall be made available to the public in appropriate and convenient locations. Course objectives, criteria used in materials selection, and the rationale of the selection committee will be available from the Division of Curriculum and Instruction upon request.

B. Requests for Reconsideration of Learning Resources

Any resident or employee of the school district may raise objection to learning resources used in a school's educational program despite the fact that the individuals selecting such resources were duly qualified to make the selection, followed the proper procedure and observed the criteria for selecting learning resources. The individual receiving a complaint regarding a learning resource shall try to resolve the issue informally, following Administrative Regulation 6232. In all cases the Superintendent and the Board shall be informed that a complaint has been filed.

If the questioner wishes to file a formal challenge, a copy of the District "Citizen's Request for Reconsideration of Learning Resources" form shall be handed or mailed to the individual by the appropriate District personnel. All formal objections to learning resources must be made on these forms, which shall be signed by the questioner and referred to the Superintendent.

Upon receipt of a request for formal reconsideration of a learning resource, the Superintendent shall appoint a reconsideration committee, including one classroom teacher selected by the NCEA president. The reconsideration committee shall follow Administrative Regulation 6232 to review the written request and prepare a written report. The decision of the reconsideration committee shall be binding for the entire District for a period of one year; therefore, no materials, which have been formally reviewed, shall be reconsidered for a period of at least one year. However, the questioner or staff members using the material shall have the right to appeal any decision of the reconsideration committee to the Board of Trustees as the final

review panel.

EDUCATION SUPPORT PERSONNEL (ESP) IN INSTRUCTION SUPPORT POSITIONS

- A. During instructional time, educational support personnel work under the direction of certified professionals who are responsible for lesson planning, lesson implementation, and supervision.
- B. With direction from the certified professional, students may be left under the supervision of education support personnel during instructional time for periods of time not to exceed sixty (60) minutes without administrative approval.
- C. Administrative approval shall be required for students to be left under the supervision of educational support personnel during instructional time for periods of time exceeding sixty (60) minutes.
- D. Classroom teachers shall be provided the opportunity to participate in the selection interview and evaluation of education support personnel who are under their supervision

COMPENSATION AND BENEFITS

Highly skilled certified professionals are essential to student success. The Board of Trustees supports a total rewards approach to attract, motivate, and retain a highly skilled certified professional workforce. The Board believes the following should be offered within the scope of systemic continuous improvement, fiscal, and legal responsibility: a highly competitive and fair compensation model, a competitive benefits package, a professional development program that supports and promotes individual and organizational learning activities, and recognition of individual employees and teams who excel in modeling district values.

A. Previous experience schedule:

1. Certified professionals entering the employ of Natrona County School District #1 will receive credit for previous experience outside the State of Wyoming as follows:

Years of Previous Experience	Step on Natrona County Salary Schedule
0	1
1	2
2	3
3	4
4	5
5 (or more)	6

Previous experience as referenced above must have been in an acceptable teaching or accredited public school system. Exceptions to the above previous experience schedule may be made by the Superintendent.

2. Any certified professional hired by a Wyoming school district shall receive credit in accordance with that district's salary schedule for all prior years of service obtained as a teacher in any Wyoming school district or as a teacher in the regional developmental preschool system defined by W.S. 21-2-701(a)(iii).
3. If certified professionals are new employees, they shall be given one (1) year of experience credit when they have a half-year or one (1) semester of experience credit prior to the issuance of their second contract. Credit for a half-year or semester shall not be allowed for less than full-time teaching days.

4. Part-time certified professionals will receive a proportionate share of the increments to which they are entitled each year. Certified professionals must, however, have their experience credit reevaluated whenever their contract times are increased. The salary step will be determined by establishing the full-time equivalency of their part-time contract.

B. Salary Upgrades

1. All hours credited toward a class change for pay purpose must be graduate hours and be from a graduate degree granting institution that is accredited by either the US Department of Education (USDE) or Council for Higher Education Accreditation (CHEA) or approved college or university. The following exceptions will be considered: There may be some circumstances which necessitate certified professionals' enrollment in an undergraduate or industry/occupational based course. In such situations, the individual requesting credit for the undergraduate course must justify his reasoning for the undergraduate course in writing to the Associate Superintendent of Human Resources, who will use the appropriate district regulations and procedures to decide whether credit will or will not be granted and the equivalency of the credit.
2. Courses must meet the approval of the Associate Superintendent of Human Resources.
3. It is certified professionals' responsibility to submit a request to the Associate Superintendent of Human Resources requesting a class change when earned. Salary schedule class changes shall be made twice a year, due on the thirtieth contract day of the school year of the fall semester (request deadline not later than the thirtieth student contact day) or the thirtieth student contact day of the spring semester (request deadline not later than the thirtieth student contact day), provided the following has occurred:
 - a. Coursework completed and request for change has been received in Human Resources on or before either of those dates.

- b. Upgrades will begin the next pay period if the above conditions have been met by the submission deadline and approved by the Associate Superintendent or designee.
- c. For salary upgrades above a Master's, credits will be counted after a Master's Degree is granted.
- d. No experience or education step will be granted if a certified professional receives an unsatisfactory evaluation and is on a performance plan. (TA 543-606)

C. National Board Certification

Natrona County School district believes that certified 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.

D. District-Sponsored Events and Activities

Certified professionals, their spouse, domestic partner, and/or minor children living at home will be admitted to district-sponsored sporting events and dress rehearsals of plays, musicals, and other similar events upon presentation of the District Activity card or other suitable identification. Certified professionals may obtain a District Activity card from the District Athletic/Activities Office.

SICK LEAVE BENEFITS

A. Definitions

1. "Sickness" means any illness, medical condition, injury, or mental impairment, or physical impairment.
2. "Day" means a contract day.

- B. Certified professionals shall accrue ten (10) days sick leave per year-with unlimited accumulation. Certified professionals shall be reimbursed at \$55 per FTE day for all days they have accumulated above fifty (50) when they retire or leave the district. Unused personal days may be used to replace or be added to sick leave day(s).
- C. A sick leave bank for certified professionals has been established. Certified professionals may apply for sick leave bank days through application to the Associate Superintendent for Human Resources. The sick leave bank days shall be requested only for a certified professional's personal illness. Certified professionals must use all accrued sick leave, personal days of leave, accumulated compensation time, and forfeit any unused sub-dock days prior to making application for the sick leave bank. Certified professionals may request up to thirty (30) days per year from the sick leave bank. The request must be accompanied by a certificate from a licensed physician stating the absence was necessary due to personal illness.
- D. Certified professionals may donate a maximum of five accrued sick days to their spouses for the care of a child or an immediate family member provided that they maintain a minimum of twenty (20) sick days after any donation. The request must be given to their building principal who shall forward the request to the Associate Superintendent for Human Resources for consideration/approval.
- E. If a certified professional has used all of his or her personal leave and needs additional days due to a catastrophic condition suffered by a spouse or child, he or she may apply to the Associate Superintendent for Human Resources/designee for catastrophic leave.
 - 1. He or she must apply with the Associate Superintendent for Human Resources /designee for the voluntary donation of sick days from other certified professionals. The certified professional must fill out an application stating the condition and number of days needed to assist/care for spouse/child. If approved, up to 30 days may be requested in a twelve-month period.
 - 2. Certified professionals may voluntarily donate unused sick leave provided they maintain more than fifty (50) sick days after any donation. Certified professionals must notify the Associate Superintendent for Human Resources/designee in

writing of the request to donate days to a specific certified professional. Certified professionals may donate an annual maximum of 5 sick days.

G. Limitation of Benefits

Certified professionals shall be eligible for sick leave benefits subject to the following provisions:

1. Certified professionals may use their sick leave days to care for family members who are ill.
2. If certified professionals leave their duties during a day, they shall be charged with the time they are absent to the nearest quarter hour.
3. After an absence of five (5) days, or upon Associate Superintendent for Human Resources' suspicion of a certified professional's abuse of sick leave, the Associate Superintendent for Human Resources may require a certificate from a licensed physician stating the absence was necessary due to sickness and Associate Superintendent for Human Resources may require such a certificate for all of a certified professional's absences through the end of the year. Falsification of sick leave records shall lead to disciplinary action.
4. If certified professionals are injured in the course and scope of their employment, they may request exemption from the use of sick leave benefits for the period caused by the accident. Requests for periods of time of not more than ten (10) days may be approved by the Associate Superintendent for Human Resources. Requests for periods of time over the ten (10) days may only be approved by the Board.
5. Deductions for absences not covered by sick leave or disability shall be calculated by dividing an individual's annual salary by the total number of days in his or her contract.
6. Certified professionals are not eligible for sick leave benefits during a leave of absence.
7. Certified professionals will not be paid sick leave or other salary after the ninetieth (90th) calendar day absence.

8. If certified professionals are not full-time certified professionals of the District, sick leave benefits will be prorated accordingly.
9. Once certified professionals have been absent for sixty (60) calendar days, they must contact the benefits office and are strongly encouraged to begin the application process for the NCSD long-term disability plan.
10. If certified professionals are on sick leave or under the district long-term disability plan, they remain certified professional employees of the district until such time action is taken to terminate their employment pursuant to applicable law.
11. If a certified professional is approved for and accepts long term disability benefits, their employment will be terminated and they will receive payment for any days accumulated in accordance with sick leave benefits section B.
12. Nothing in this process will prohibit an employee from applying for future employment as pursuant to Board Policy 4800 and applicable law.

TEMPORARY LEAVES OF ABSENCE

The Associate Superintendent for Human Resources or his/her designee may grant request for reasonable leaves of absence for short periods of time to permit certified professionals to attend to miscellaneous personal needs. "Personal needs" shall include legal, business, household, family, or other matters.

- A. Leaves of Absence for Legal Proceedings
 1. Time necessary for appearance in any legal proceedings connected with certified professionals' employment or with the school system may be granted without loss of pay.
 2. Time off for other types of legal proceedings may be granted with certified professionals paying the cost of their substitute.

3. Full-time pay may be granted by the Associate Superintendent for Human Resources for leaves for legal proceedings in which certified professionals are subpoenaed.
 4. If certified professionals are called for jury duty, certified professionals shall continue to receive their salary provided they return all jury duty pay to the district.
 5. If certified professionals receive a fee for being a witness during school time, they shall return all such monies to the district.
- B. Personal, sub-dock, sick, death and bereavement leave:
1. Certified 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 hours may accumulate up to a maximum of five (5) days. If more than (5) days of personal leave are accrued by June 30th, the additional hours will convert to sick leave on July 1. Certified professionals may take an additional five (5) days of leave provided they pay the costs for a substitute; these days are called sub-dock days. Certified professionals must request from their principal the use of any personal days or sub-dock days. Certified professionals' preference for a specific day or days will be honored if possible. Neither personal days nor sub-dock days shall be used for other employment.
 2. If certified professionals have accrued over 60 sick leave days, they may exchange one sick leave day per year for one additional personal day of leave. This applies only if they maintain more than 60 days of accrued sick leave.
 3. Death and bereavement leave. Certified professionals may have up to five (5) days per year with full pay to attend funerals or attend to transactions related to the death of family members, close family friends, and relatives. In unusual circumstances, certified professionals may request additional days from the Associate Superintendent for Human Resources; those days will be subtracted from accrued sick leave, personal days of leave or sub-dock.

Exceptions to this item must be approved by the Associate Superintendent for Human Resources.

C. Other leaves of absence with full pay may be granted by the Board of Trustees.

D. Policy for Political Activity:

1. Certified professionals shall be permitted to participate actively in the party of their choice, serving as one of the county or precinct officers, as long as such participation does not adversely affect the work of the certified professional. This is to be done without reduction of salary.
2. Certified professionals shall be permitted to be candidates for and serve if elected to the city council, and other unpaid or token payment offices within the city and county. Campaigning and serving shall be done on the time of the certified professional except for reasonable loss of time that shall not require a substitute for the certified professional.
3. Certified professionals shall be permitted to campaign, and be candidates for, and serve if elected to, the Wyoming Legislature. During the term of the legislature, the certified professional shall continue to receive school salary, but will return all legislative salary to the school system. The certified professional may retain the per diem allowance to cover living costs while serving in the legislature.
4. Announced and unannounced candidates for elective state or national public offices, other than the legislature, will be expected to fulfill their responsibilities under the terms of their contract. If elected to a state or national office that would necessitate extended periods of time out of the District, the person shall request a leave of absence or submit a resignation.

E. Application for leaves of absence under this document should be submitted to the principal in writing as far in advance as possible, and must be submitted at least 24 hours before taking such leave except in the case of emergencies.

CONDITIONS FOR ALL EXTENDED LEAVES OF ABSENCE

- A. Leaves of absence may be granted to certified professionals by the Board of Trustees if they have been on continuing contract status for a minimum of one semester. Such leaves shall not exceed one (1) academic year from date of approval. In making the recommendations to the Board, the superintendent or designee will take into account the overall best interest of the instructional program and the needs of the District. If certified professionals are granted military leave, they will be reinstated upon the termination of the leave as mandated by federal and state regulations. If certified professionals are granted a non-military leave, they will be reinstated at the termination of the leave unless the Board has implemented the Reduction in Force Policy. If the Board has implemented the Reduction in Force Policy during certified professionals' non-military leave, they will be treated the same under the Reduction in Force Policy as certified professionals employed at the time the Reduction in Force Policy was implemented.
- B. If certified professionals are granted leave to attend accredited colleges and universities full time for two (2) or more semesters, they shall return at the salary level recognizing higher educational status if earned and if available and on the step they would have attained had they not taken leave. Full time status is defined as a minimum of twelve (12) semester hours for graduate credit per semester.
- C. The conditions of a leave of absence will be given to certified professionals in writing when the leave is granted.
- D. Certified professionals will notify Human Resources no later than three (3) months before the end of their leave of their intention to return or leave the District.
- E. It is not the intent of this article to waive the rights of any certified professional under state law.

LEAVES OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

- A. The Board agrees to budget monies for professional development leaves.

B. Leaves

1. Leaves for professional development may be granted to attend and participate in activities that are directly related to their assignment in the district. These leaves may be granted for, but not restricted to, such things as workshops, seminars, annual meetings, and on-site school visitations.
2. Applications for leave shall be submitted for approval through the process developed at each site.
3. The Board agrees to provide expense allowances for approved leaves. Expense allowances may include cost of a substitute, registration fees, reasonable mileage allowance, actual or per diem expenses, and air travel allowance if activity is outside the immediate regional area. NCSD finance protocols will be used for reimbursement. In addition, with the advance approval of their principal, certified professionals may attend such sessions at their own expense.
4. If at any time there are more requests than can be granted, every effort will be made to award the leave to the individual whose leave of absence will best benefit the school and its improvement plan.

C. Sabbatical Leaves

1. If in the best interest of the District, sabbatical leaves may be granted by the Board for study, including study in another area of specialization, for travel, and for other reasons of value to the District; provided, such leaves are subject to the following conditions:
 - a. No more than one percent (1%) of those eligible shall at any one time be absent on sabbatical leave.
 - b. Preceding the school year for which the leave is requested, written requests for sabbatical leave must be received by the Associate Superintendent for Human Resources no later than February 15; and action must be taken on all such requests no later than April 1.
 - c. In order to qualify for a sabbatical leave, certified professionals must have completed at least five (5) consecutive full school years in the District prior to the year the sabbatical is taken.

- d. Certified professionals shall be:
 - (1) Paid fifty percent (50%) of their salary for teaching as if they had not been granted a sabbatical leave.
 - (2) Advanced on the salary schedule as if certified professional had not been granted a sabbatical leave.
 - (3) Included in the fringe benefits of the district as if they had not been granted a sabbatical leave.
- e. If certified professionals accept a sabbatical leave, certified professionals shall sign an agreement to return to the District for a minimum of two (2) years immediately following the year in which the sabbatical leave is taken. If certified professionals choose not to return after the completion of the sabbatical leave, they shall be required to repay one hundred percent (100%) of all salary and monies expended for fringe benefits during the sabbatical. If certified professionals choose to leave after returning for only one year, they will be required to repay fifty percent (50%) of all salary and monies expended for fringe benefits during the sabbatical.
- f. A committee consisting of three (3) individuals appointed by the Board may recommend sabbatical leave requests. This committee may take no action after the conditions of C. 1. a. are satisfied or after May 15. The decision of this committee will be a recommendation to the Board.

2. Additional provisions for sabbatical leave are as follows:

- a. If granted a sabbatical leave under this document, certified professionals shall file with the Associate Superintendent for Human Resources, a projected program of study, including but not limited to, courses to be taken and objectives of the study.
- b. Upon returning to the District from a sabbatical leave under this document, certified professionals shall file with the Associate Superintendent for Human Resources a report relating to the professional leave. The report shall include, but not be limited to, the

educational benefits derived, how the educational benefits will be of value to the students, and special projects (e.g. dissertation, master's thesis, and special projects) completed during the leave.

- c. If granted sabbatical leave to attend accredited colleges and universities full time for two (2) or more semesters, certified professionals shall return at the salary level recognizing the higher education status attained by them during the leave. Full time status is defined as a minimum of twelve (12) semester hours of graduate credit per semester, or its equivalent.

INSURANCE AND ANNUITIES

- A. The Board will pay, at a minimum, the Wyoming Employees' Group Insurance (EGI) Department calculated employer contribution for eligible employees 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.

DUES DEDUCTION

- A. The Board agrees to deduct dues from the certified professionals' salaries for the NCEA, WEA, NEA, Wyoming Pace, NEA Fund for Children and Public Education, and NCEA Scholarship Fund, when certified professionals individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such organization or organizations. Certified professional authorizations shall be in writing on the "Dues Authorization Card" form.
- B. Each of the teacher organizations named in Paragraph A shall certify to the Board, in writing, the current rate of its membership dues. Any organization which changes the rate of its membership dues shall give the Board thirty (30) days' written notice prior to the effective date of the change.

CERTIFIED PROFESSIONAL EVALUATION

The goal of the NCSD certified professional evaluation system is to improve teaching and learning by providing authentic assessment of certified professional competence and meaningful feedback that leads to opportunities for certified professionals to improve their knowledge, skills and classroom practices with the ultimate goal of enhancing student learning.

The current approved certified professional evaluation tool will be maintained on file in Natrona County School District Human Resources. The evaluation tool and process can only be changed through the Compact Issues Committee. Certified Professionals whose performance is designated as exemplary through the evaluation process will be recognized through the designation of "distinguished." Certified Professionals who have achieved continuing contract status and whose performance is designated "needs improvement" will be placed on an Employee Improvement Plan (EIP).

If a certified professional is marked as "no" on Standard 6 in any area, is rated as a "needs improvement" in any area, or has signed an Employee Improvement Plan but has not completed the plan as of June 1 of each calendar year, the certified professional may not move on the salary structure. If the certified professional is at the

top of the salary schedule, the certified professional would not qualify for any one-time payment.

Human Resources will notify the certified professional in writing that he/she 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).

A complaint or other derogatory statement regarding a certified professional made to any member of the administration by any parent, student, or other person shall be deemed invalid and unfounded unless the complaint is documented and called to the attention of the certified professional. Anonymous or unsubstantiated complaints or other derogatory statements shall be deemed invalid and unfounded unless substantiated by investigation.

GRIEVANCE PROCEDURE

At any point in the grievance process, the Board of Trustees or the superintendent shall have the right to contract with an independent hearing officer who shall make findings of fact and conclusions of law with regard to the subject of the grievance. Such independent hearing officer will report to the Board, and the Board will make a decision regarding the grievance. The Board's decision shall conclude the grievance process. The District shall bear the cost of the hearing officer; the Board is not responsible for any costs incurred by the complainant during the grievance process.

A. Definitions:

1. Complainant(s): Complainant(s) is the person(s) asserting a grievance. A complainant must have a good faith basis for injury or the potential of injury due to the action being grieved.
2. Respondent(s): The respondent(s) is the person(s) against whom the grievance is filed.
3. Grievance: Grievance shall mean a claim by one or more employees of an alleged violation, misapplication, or misinterpretation of this document or the contract, which causes or has the potential of causing injury or loss to the

complainant. The term “grievance” shall not apply to any matter as to which the method of review is prescribed by a law.

- a. It shall be in writing and shall include the Respondent, Complainant(s), position(s), name(s), date of alleged violation and the date of filing.
 - b. It shall identify the specific language of this document, the compact, or the contract allegedly violated, allegedly misinterpreted, or allegedly misapplied.
 - c. It shall identify the specific reasons why the complainant alleges that this document or his/her contract has been violated or misinterpreted, or misapplied.
 - d. It shall suggest what solution is being sought.
 - e. It 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 or designee.
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 or designee, and (3) the Board. The appropriate level for filing a grievance shall be that level which corresponds to the person who made the decision(s) that generated the grievance. If a grievance is filed at level 2, level 1 is not applicable. If a grievance is filed at level 3, levels 1 and 2 are not applicable.

B. Elements of the grievance procedures:

1. After the initial filing of the grievance, no new item, facts, issues or allegations shall be permitted unless agreed by the parties or as provided by the hearing officer.

2. The complainant and the respondent have the right to have one (1) representative accompany them at all levels. However, at level one, the representative(s) shall be silent. When the right of silent representation is abused, the offending representative shall be excluded from the conference; the conference shall then continue. At levels two and three, 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 may be represented by anyone he/she may designate.
 - b. The respondent may be represented by anyone he/she may designate.
3. The time limits indicated at each step shall be considered to be the maximum time allowed.
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 prior to the end of the school year, the time limits set forth 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 level within the specified time limits, the grievance shall be considered to have been resolved on the basis of the administration's last decision. The failure of any administrator at any level to communicate his/her decision to the complainant within the specified time limit shall permit the complainant to proceed to the next level.
7. During the grievance procedure, the complainant shall abide by the decision of the respondent until the grievance is resolved. No reprisal or coercive action shall be taken by the respondent, the complainant, or any certified employee 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 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 will file the grievance with the respondent at the appropriate level on or before the tenth (10th) contract day from when the complainant knew or should have known of the situation, which generated the grievance. At the time of the filing, the complainant and the respondent shall make arrangements for a conference to discuss the grievance. This conference shall be held on or before the fifth (5th) contract day from the filing date. During this conference, the complainant and the respondent will discuss the grievance with the objective of resolving the grievance. The respondent has five (5) contract days from the day of the conference to render a written decision to the complainant.
3. Level Two: Should the grievance not be resolved at level one, the complainant may file an appeal at the superintendent level with a copy to the respondent. Complainant shall identify each basis for objection to Respondent's decision. Filing shall take place on or before the fifth (5th) contract day after receipt of the written report from the previous level.

The complainant and the respondent, 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 (5th) contract day after the date of the last submitted statement, the superintendent or designee shall meet with the complainant and the respondent with the objective of discussing the grievance and obtaining the viewpoints of the complainant and the respondent.

On or before the fifth (5th) 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, the complainant may file an appeal to the Board. Filing shall take place on or before the fifth (5th) contract 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, the respondent, 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 will be sent to the complainant and the respondent.

D. Access to the Courts:

In no way does this grievance procedure waive the rights of either party to utilize the court system.

Waiver Process

When proposals are developed that may require a waiver of the Certified Professional Employment Document (CPED), the following process will be used:

1. The building administrator(s) will provide a description of the proposal to the Human Resources (HR) Generalist. The HR Generalist will meet with the building administrator(s) and Natrona County Education Association (NCEA)

- President to determine if the proposal requires a waiver to the CPED.
2. If a waiver is required, the building administrator(s), HR Generalist, and NCEA President will meet with all affected certified staff to discuss the proposed waiver and address questions or concerns. The HR Generalist will notify the Associate Superintendent of Human Resources of the request.
 3. The NCEA President will offer to meet with NCEA building members to discuss any additional questions or concerns.
 4. The NCEA President will work with the building administrator(s), HR Generalist, and leadership team to address unresolved concerns or questions.
 5. The NCEA President and the building administrator(s) will complete the CPED Waiver Form. The form will include the specific section(s) of the CPED to be waived, the time period for which the waiver is proposed, and a detailed description of any proposed changes to compensation or benefits. If compensation is being affected, the HR Compensation Specialist will be consulted for assistance in developing the proposed waiver. The NCEA President and building administrator(s) will collaborate with other affected departments (Transportation, Food Services, Finance, etc.) to explore feasibility and options of proposal. All parties involved in the development of the proposal will indicate their support by signing the CPED Waiver Form prior to submission for approval.
 6. The CPED Waiver Form will be submitted to Associate Superintendent for HR for approval. The CPED Waiver Form will be approved or denied and forwarded to the NCEA President and building administrator(s) within 10 days of receipt. If the proposal is denied, an explanation will be provided on the CPED Waiver Form.
 7. The NCEA President will conduct an election to determine if the proposed waiver has the support of NCEA members in the building. The NCEA President will ensure that all NCEA members currently assigned to the building in positions affected by the waiver are provided the opportunity to

- vote. Voting will be done by secret ballot with signature. The signature section of each ballot will be removed before the votes are tabulated. Eighty percent (80%) support is required for the proposal to be submitted for NCEA Executive Board approval. If less than eighty percent (80%) of the NCEA members indicate agreement, the waiver will not be approved.
8. The NCEA President will submit the waiver proposal to the NCEA Executive Board for approval. A majority vote by a quorum of the NCEA Executive Board is required for approval.
 9. The NCEA President will report the results of the election and the decision of the NCEA Executive Board to affected NCEA members, building administrator(s), and Human Resources within 24 hours of the NCEA Executive Board meeting.
 10. If the proposal is denied, the NCEA President will inform NCEA members of their right to appeal the Executive Board decision to the NCEA Associate Assembly at the next scheduled meeting. If the Associate Assembly overturns the decision of the Executive Board, the NCEA President will notify building administrators and HR of the approval of the waiver. If the Associate Assembly agrees with the decision of the Executive Board, the waiver will not be reconsidered for a minimum of two years.
 11. If the proposal is approved, the building administrator will implement the waiver.
 12. All ballots, including the detached signature slips, will be kept at the NCEA office for no less than three years.
 13. If a proposal requires a non-NCSD agency approval (i.e. Wyoming Department of Education), all steps of the NCSD waiver process must be completed prior to submission of the proposal to the non-NCSD agency.
 14. Once a waiver has been denied, the same proposal will not be considered for a minimum of two years.
 15. Subsequent changes in the CPED may invalidate waiver agreements as determined by the Compact Issues Committee and approved by the NCSD

Board of Trustees.

Waiver to the Certified Professional Employment Document

School _____

Description of proposal:

Rationale:

Administrator Signature _____ Date _____

Human Resource Signature _____ Date _____

NCEA President Signature _____ Date _____

Other affected departments:

Signature	Department	Date

Denied
Rationale for Denial _____

Signature _____ Date _____

Natrona County Education Association

Date of Vote _____

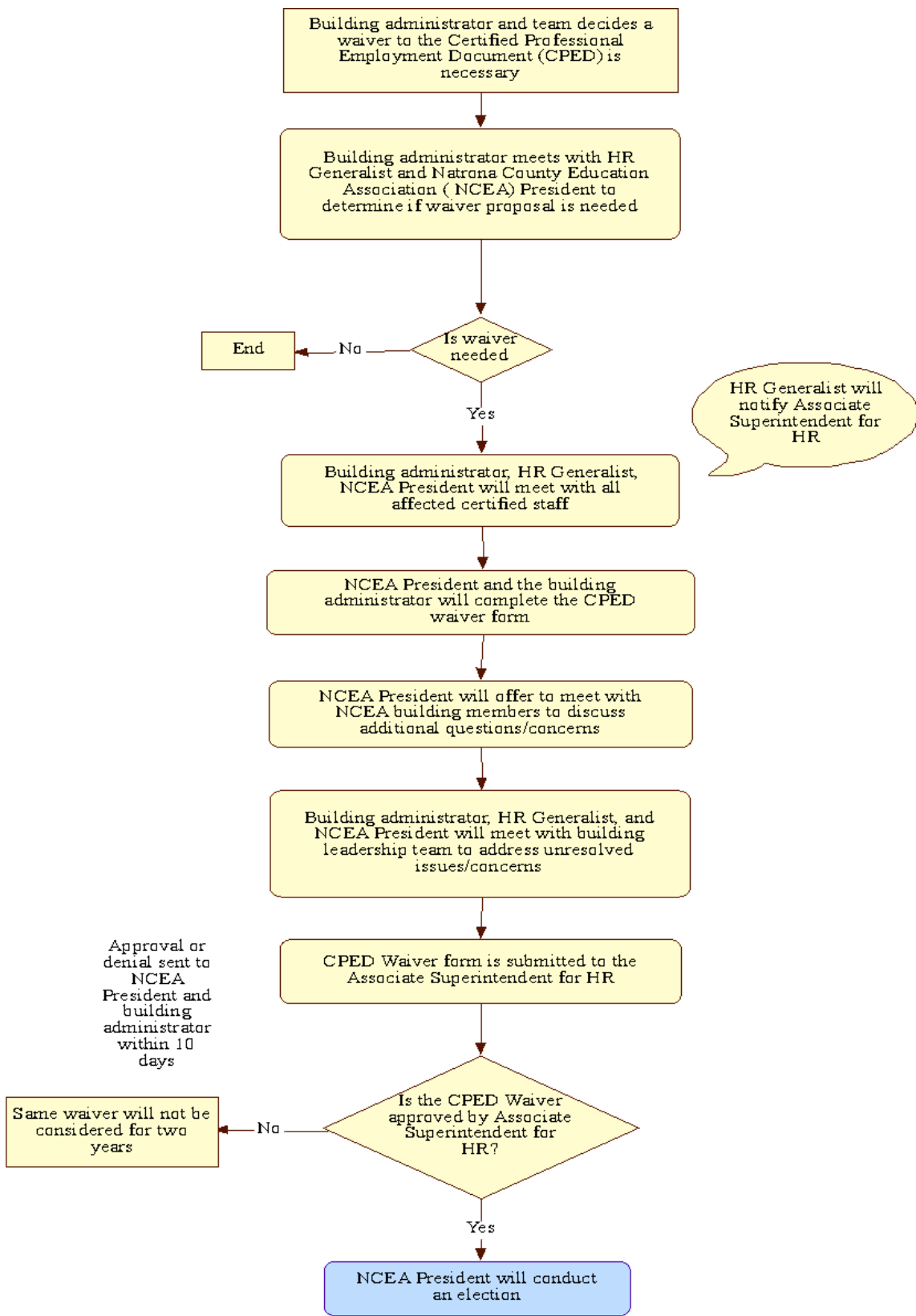
Accepted

Denied

NCEA President Signature _____ Date _____

Notify HR within 24 hours Date _____

CERTIFIED PROFESSIONAL EMPLOYMENT DOCUMENT WAIVER PROCESS



**CERTIFIED PROFESSIONAL EMPLOYMENT DOCUMENT WAIVER PROCESS
NCEA RESPONSIBILITIES**

