

CHAMBERLAIN SCHOOL DISTRICT 7-1

CLASSIFIED PERSONNEL

NEGOTIATED AGREEMENT 2025-2026 SCHOOL YEAR

Contents

Daily Hours.....	3
Classified Training Day	3
Classified Employee Absences	3
Annual Sick Leave.....	3
Sick Leave Buy Back	4
Sick Leave Bank	5
Bereavement Leave	5
Personal Leave	6
Association Leave.....	6
Resignations.....	7
Payment of Salaries.....	7
Professional Dues as a Payroll Deduction	7
Procedural Policy for Negotiations	8
Definitions	8
Subjects of Negotiations	8
Recognition	8
Procedures	8
Agreements.....	9
Conciliation and Mediation.....	9
Costs.....	9
Duration	9
Amendment	9
Severability.....	9
GRIEVANCE PROCEDURE POLICY	10
Definition	10
Principles.....	10
Structure Grievance Procedure for School District Employees	10
Step 1 Informal.....	10
Step 2 Formal --Superintendent	10

Step 3 Formal--School Board	11
Time Limit	11
Rights of Participation.....	11
Miscellaneous	11
Personnel File.....	12
403 B Plans.....	12
Insurance.....	13
Wages & Salary	13
Bonus:	13
Lead Custodian.....	13
SD Retirement.....	14
Employee Discipline (Classified)	14

Daily Hours

Building Administrative Assistants

- 8 hr-daily
- Duty-free lunch ½ hour daily between 11:00Am-1:00PM
- Start ten days before pre-service
- End ten days after the last day of school
- 205-day employees (or on a contract by contract basis)

Para-professionals:

- 7 ½ -hour daily
- Duty-free lunch ½ hour daily between 11:00Am-1:00PM
- Annual employment varies with the academic calendar
- One preservice day
- Para-professionals are required to work until the end of their contracted time for 2:00 OM dismissals, but are allowed to leave after the students when there is a 12:30 dismissal.

Custodial Staff:

- 8-10 hour daily
- Duty-Free Lunch-1/2 hour daily between 11:00 AM-1:00 PM
- Year round employee

Speech language Pathology Assistants (SLPA)

- 8-Hour daily
- Duty-free lunch ½ hour daily between 11:00AM-1:00PM
- 179-day employees
- Professional Development days directed by the special education director as part of special education.

The scheduling, monitoring, evaluating of these employees will be the responsibility of the immediate supervisor.

Classified Training Day

Any para professional that is hired during the school year will be required to complete training modules as assigned by the SPED director before he or she starts with students. Assigned training modules should not exceed one (1) day of work.

Classified Employee Absences

Leave time, when less than the duration of one day shall be recorded on an hourly basis. One full day shall be considered to be seven full hours.

Annual Sick Leave

Eleven days of sick leave shall be granted for each year of service to the district. Unused sick leave in each term may be allowed to accumulate until a maximum total of 88 days has been reached. After the maximum has been reached, each new term will provide 11 days of sick leave for said employee. If these 11 additional days are used, then additional sick leave taken will be charged to the 88 -day reserve.

Sick leave shall be defined as leave due to:

- 1) illness of the employee
- 2) to care for the illness of his or her family member
- 3) appointments with physicians and other health providers
- 4) death of a family member

The superintendent or designee may require a physician's statement certifying illness if an employee has an extended illness or is frequently ill

For provisions 2, 3 & 4 noted above the employee is limited to utilize 20 days of available sick leave for the first degree relationship (refer to chart) or is limited to the use of 2 days of available sick leave for a second and third degree relationship (refer to chart)). This should also include adopted, foster and step relatives.

To obtain an authorized sick leave, the employee should call in and let the appropriate person know that you are unable to come to work. The call should be no later than one half hour before your regular starting time.

The amount of accumulated sick leave shall be determined at the end of each contract year and carried forward within the limits as described in paragraph A. Any leave taken in excess of the entitlement granted, or any unauthorized leave taken, shall result in a salary deduction based on the amount of work missed (Ex: 1/# of contract days=deduct from total salary for one day missed). Each Staff member may be approved by the administration to take one day without pay each year. The penalty will be a deduction of 1/178th of the current salary. Pro-ration of deductions over the final months of the contract may be arranged with the business office.

After the birth or adoption of a child, the employee has a maximum of six (6) weeks-30 working days, or eight (8) weeks-40 working days for a caesarean when accompanied by a note from a physician. Sick leave will be granted using a combination of sick leave and any other time off such as holiday or personal leave for routine maternity leave absence. Any additional sick leave days to be used after the six (6) consecutive weeks must be requested in writing by the attending physician. An employee may take six (6) additional weeks of unpaid leave as per Family Medical Leave Act. Any employee may take six (6) additional weeks of unpaid leave, as per Family Medical Leave Act, whether the child is natural born or adopted.

A pregnant employee may continue active employment as late in the pregnancy as desired, provided the employee is able to properly perform the required duties. The District may require the employee to take leave if evidence indicates the employee is not properly performing the required duties.

Sick Leave Buy Back

Certified employees who are offered sick leave amounts in excess of 88 days at the beginning of each year, and would normally be forfeiting amounts of unused sick leave days above 88 days at the end of the school year, will be eligible for sick leave buy-back of all sick leave days above the maximum accumulated amount allowed (88 days).

*Upon completion of each school year each of the eligible certified staff members who qualify for such payment will be awarded \$40 for each unused sick leave day, above the maximum accumulated amount allowed (88 days). The check, minus appropriate deductions, will be paid in a separate check within two pay periods of the close of the term. Upon completion of the school year any staff member who has notified the district of retirement or resignation, and has served the district for five years or more, will qualify for buy back of all unused sick leave days at a rate of \$10 a day up to the 88 days. Above the maximum accumulated amount allowed (88 days) the staff member will receive the normal buy back rate of \$40 per day. The check minus appropriate deductions, will be paid in one check within two pay periods if the close of the term.

Sick Leave Bank

A Sick Leave Bank shall be established for the purposes of aiding the Chamberlain School District #7-1 Employee who has exhausted their accumulated sick leave through extended absence due to prolonged illness, ~~or~~ a catastrophic accident, or maternity leave as described below. The bank will contain unused sick days, which are voluntarily contributed by participating Members. A person will not be able to withdraw days from the bank until their own sick leave is depleted.

To enroll in the program each Chamberlain School District #7-1 employee may contribute one (1) day per year to the program to become eligible. The deadline for sick leave bank enrollment will be by September 15th for each school year or within fifteen (15) days following employment.

When contributions to the bank have accumulated to a total of two hundred fifty (250) or more days, except for new participants, no more days will be added until the bank is depleted to one hundred fifty (150) days, at which time those Members having accumulated sick leave shall contribute one additional day each year. A person withdrawing from membership in the bank will not be able to withdraw contributed days. Unused days in the bank shall be carried over to the next year. Record keeping will be undertaken by the Business Office and the employee groups shall have the right to periodically examine the records during normal business hours.

In the event of prolonged illness, a participating member who has exhausted his or her sick leave may request days from the bank. A maximum of sixty (60) days can be drawn from the bank for life threatening illness of the individual employee. A maximum of thirty (30) days can be withdrawn from the bank for a catastrophic illness or injury of the individual employee. In the first semester of employment, a staff member may withdraw a maximum of 10 days from the sick leave bank. A staff member that has exhausted sick leave may request up to 10 (ten) days of sick leave from the sick bank to cover days for maternity leave. These additional days are available for the six (6) weeks-30 working days, or eight (8) weeks-40 working days for a caesarean when accompanied by a note from a physician. These days may not be used to extend maternity leave beyond this time period. Pregnancies will only apply to the time the mother is physically disabled and unable to work. Requests will be served on a first come, first served basis.

All requests for use of the bank must be submitted in writing to the Business Office for approval by the Superintendent of Schools. All requests must be supported by a written statement from the participant's personal physician.

Bereavement Leave

SCALE OF DEGREE OF FAMILY RELATIONSHIPS

<u>First Degree</u>	<u>Second Degree</u>	<u>Third Degree</u>
• Parent/Step Parent	• Sibling	• Uncle/Aunt
• Child/Step Child	• Brother/Sister-In-Law	• Nephew/Niece
• Spouse	• Grandparent	• Great Grandparent
• fiancée or fiancé	• Grandchild	• Great Grandchild

Leave without loss of pay of up to three (3) days per school year will be granted to an employee for the funeral of a member of the employee's immediate family as indicated by a first-degree relationship in the chart above. Two (2) day of bereavement leave will be granted for family members that fall in the

second- and third-degree category indicated in the chart above. Additional days may be granted by the Superintendent if special circumstances warrant and shall be deducted from sick leave. Additional circumstances that are not covered by the relationships above will be reviewed by the Superintendent on a case-by-case basis. The Superintendent has the authority to grant bereavement leave not to exceed the amount granted for a first-degree relationship.

Personal Leave

Classified employees may be granted three days of Personal Leave per contract year. Upon the fifth consecutive year of employment, employees will earn an additional one day of personal leave per contract year; four days total. Employees that have been employed for ten (10) consecutive years and beyond will earn two additional days of personal leave per contract year; five days total. Personal Leave request cannot be grieved.

At the conclusion of the school year, staff members will receive remuneration for up to two (2) unused personal days at the rate of \$100 per day minus appropriate deductions.

Guidelines

Personal Leave utilized by a teacher must be granted under the following guidelines:

- Personal Leave days may be granted upon advanced written notice to the building principal with no reason for the absence being required.
- The day will be granted on the basis of availability of qualified substitute teachers.

Restrictions

Personal Leave days granted during the first two weeks or last two weeks of a school term, or on the days preceding or following breaks (Ex.: Friday after P/T Conferences) will require an amount equal to a substitute teacher's pay (Certified \$120 and Non-Certified \$100) being deducted as a forfeiture from the employee's salary for the day taken. The penalty for taking personal leave during the first two weeks or last two weeks of the school year and the penalty for extending a break may be waived by the superintendent or his/her designee if circumstances beyond the control of the employee arise. Additionally, for the purposes of this policy, a break shall be defined as any time during the school year that a weekend extends beyond the traditional two days (Saturday and Sunday). If the board makes a change in the substitute teacher's pay at the first regular meeting in July, the identified change will be made to this policy.

A maximum of three classified employees from each building may be absent on any given day due to Personal Leave. For this purpose, a building is defined as: Elementary, grades K-5 and Middle School/High School, grades 6-12. Personal Leave will be granted on a first come first request basis. The Superintendent or his or her designee may, at his or her discretion, grant additional leave slots for district related events such as state competition.

Leave Without Pay

Leave without pay (Beyond the Policy) Staff members requesting leave without pay, beyond the policy, are to make a formal request, in writing, to the superintendent. If granted, there will be a pay deduct equal to the staff members daily rate of pay plus cost of a substitute for each day absent that goes beyond the policy.

Association Leave

The association (CEA) shall have use of three days of professional leave time for the purpose of promoting educational improvements for all concerned with the district programs.

Leave may be approved by the administration for one person for days or for a combination of persons for a period that does not exceed a total of three days during each school term.

Resignations

Resignations shall be in writing and shall be delivered to the district superintendent. The superintendent shall refer the resignation to the Board with his or her recommendation.

Payment of Salaries

Employees shall receive salary payments on the 10th and 25th days of each appropriate month, over a 12-month time frame. The payment of the first installment of each school term may be withheld beyond the 10th day of the month if 10 days of service have not been completed by that date.

Personal payroll deduction not covered by State and Federal law, or those not provided by contract negotiation such as insurance must be requested by the date of the last pre-school workday of the contract period. Such deductions will not be altered during the contract period except in the instance of verifiable emergency. Deductions altered due to such emergency will not be reinstated during the contract period. Employee benefits and payroll deductions will remain in effect for the twelve-month contract period regardless of payment method elected.

All money due to staff retiring or resigning at the conclusion of a contract period, may be paid to said staff at the conclusion of that term if a request for such payment is submitted in writing to the superintendent and approved by the Board of Education.

All employees receiving extra-duty compensation will have the choice as to how extra-duty will be paid.

1. Pro-rated over regular payment installments
2. Vouchered independent of regular pay installments.

At the Pre-school workshop, the above people will inform the business office of their choice as to how they will be paid.

Professional Dues as a Payroll Deduction

The district will, upon individual and voluntary authorization by an employee, deduct from salary payments dues for continuing membership in professional teaching organizations (Chamberlain Education Association, SDEA, NEA). Employees authorizing such deductions must do so on written forms as specified in item D of this policy. Dues authorization forms, as provided by each association, must be prepared in triplicate. The forms are to be prepared by the employee, transmitted to the association, and then delivered to the business office when completed.

Pursuant to the authorizations set forth above, monthly deductions will be made in 20 or 24 equal consecutive installments commencing with the first payroll in September. All dues will have been deducted by the end of each individual pay period or term. The district will not be required to honor for a current month's deduction any authorization that is delivered to the business office after September 1st of a given year.

The district agrees to transmit to the association all dues deducted in monthly installments by the 25th of each month affected.

The content of dues authorization forms shall be mutually agreed upon by the district and the association. All costs of the provision of such forms shall be the responsibility of the respective associations.

Procedural Policy for Negotiations

With the intent of promoting maximum utilization of the specialized abilities, experience, and judgment of the teaching profession and all parties sharing responsibility for the quality of instruction in the district, the Board of Education does hereby adopt by resolution the following Procedural Negotiating Policy:

Definitions

Board shall mean the Board of Education of the Chamberlain School District.

Superintendent shall mean the superintendent of the district.

Negotiating Committee shall mean the committee composed of the representatives of the Board so designated, and the representatives of the Association so designated.

Association shall mean the majority group of certified personnel.

Association Representatives shall mean the members of the negotiation committee selected by the Association.

Certificated Personnel shall mean professional individuals who are appropriately certified and are regularly employed by the Chamberlain School District as teachers, principals, superintendent, business manager, and when applicable aides and tutors.

Consultant shall mean a resource person qualified by training and experience to advise on problems being considered by the negotiation committee. Said consultants may or may not be an employee of the Board and may be called by either party.

Conciliator shall mean a qualified person who seeks to assist in the resolution of disagreements.

Subjects of Negotiations

The Negotiation Committee shall consider rates of pay, wages, hours of employment or other conditions of employment. All other aspects of employment should be matters of mutual concern for discussion purposes. Though these discussion sessions are not negotiation sessions, they will be given careful consideration in management plans and decisions.

Recognition

Recognition and challenge of recognition shall be conducted in a manner consistent with the rules and regulations promulgated by the South Dakota Department of Labor, Division of Labor and Management.

Procedures

Either the Board or the association may request negotiations to commence for the subsequent school year contract.

Meetings shall be scheduled to avoid conflicts with school duties of Association representatives or release time is to be made available. Request and reasons for subsequent meetings of the Negotiation Committee shall be made in writing directly to the chief negotiator of each party. These chief negotiators will then be responsible for arrangement of mutually convenient times and places for negotiations sessions.

Reopening Negotiations: Negotiations may be reopened for additional agenda items by mutual consent of the Board and Association.

Assistance: Consultants may be called upon by either party for advice and information on matter being considered by the Negotiation Committee.

Agreements

When a tentative agreement is reached by the negotiation team, it shall be made in writing and submitted for consideration by the Association and Board. If ratified by the Association and adopted by the Board, it shall be entered into the official minutes of the Board and thereupon constitute a revision of the Negotiated Agreement.

The administration will provide access to the School Board Policy Book and the Negotiated Agreement through the school district website at www.chamberlain.k12.sd.us. Printed copies will be provided to the CEA President, the three media centers and the building principal office in each building.

Conciliation and Mediation

Should there be a failure to reach agreement during negotiations, either party may appeal to the Department of Labor as provided by statute.

In the case of failure, after the full use of conciliation and mediation, it is the responsibility of the Board to make a decision in the interest of operation of the school system.

Costs

Costs and expenses incurred in securing and utilizing the services of a consultant or conciliator(s) are the responsibility of the party engaging this service. Costs and expenses incurred in securing and utilizing the services of a consultant or conciliator(s) are the responsibility of the party engaging the service. Costs and expenses of a single- or third-party conciliator shall be shared by the board and association.

Duration

This Procedural Policy shall be effective and shall continue in effect until changed by action of the Board. The procedures upon adoption by the Board of Education for changing existing Board policies shall apply here.

Amendment

Either party, desiring changes to this Procedural Policy, shall notify the other party in writing. Proposed amendments to this Procedural Policy shall become agenda items but will constitute a revision of policy only upon adoption by the Board of Education.

Severability

If any provision of the Procedural Policy or any application of this Procedural Policy to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

GRIEVANCE PROCEDURE POLICY

Definition

A "grievance" is defined in SDCL 3-18 as a complaint by an employee or a group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the School District or any of the provisions of this agreement. The absence of or disagreement with existing policy, rules or regulations is not a "grievance" and may be subject to annual negotiation under the negotiations policy.

The term "teacher", except where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel.

An "aggrieved person" is the person or person making the claim.

A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

The term "days" when used in this policy shall, except where otherwise indicated, mean working school days.

Association shall mean any association of employees.

The Board shall mean the Board of Education of the Chamberlain School District 7-1.

Principles

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the welfare or working conditions of employees.

All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.

Any employee or group of employees has the right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose.

Structure Grievance Procedure for School District Employees

Step 1 Informal

If a person has a grievance, they should first discuss the matter with the immediate supervisor who is directly responsible for the grievance in an effort to resolve the problem informally. Grievances (complaints) directed to the school board, other supervisors or other administration should be re-routed to include this informal step. A professional colleague may at any time accompany the staff member.

If the informal meeting fails to solve the situation, the grievance shall be filed with the Superintendent on a form supplied by the administration. The Superintendent will provide copies to both parties and seal one in an envelope to be delivered to the School Board in case of a Grievance Hearing.

Step 2 Formal --Superintendent

Once a grievance form has been filed a meeting shall be scheduled within seven calendar days. If more than one school or supervisors are involved, they all will be asked to participate. At the meeting both sides will present their

side of the story. The Superintendent shall render a decision and its rationale in writing to both sides within five days.

Step 3 Formal--School Board

In the event of this final appeal the Superintendent will schedule a Grievance Hearing with the School Board within seven calendar days unless there are extenuating circumstances. The resolution offered by the School Board shall be the district's final decision.

All grievances by an employee and not satisfied by the School Board may be appealed to the Department of Labor.

Time Limit

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that a grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.

It is expedient that an employee file a grievance within thirty calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, the Association representative, and the Committee so as to facilitate operation of the grievance procedure.

The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of his/her right here under shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee or board of a legal right.

Rights of Participation

No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.

All parties in interest may be represented at all levels of the formal grievance procedure by a person of their own choosing.

When an employee is not represented by the Association, the Association representative shall have the right to be present and to state their views at all stages of the procedure (except at Step 3 if the Board elects to go into executive session).

Miscellaneous

If a grievance affects a group or class of employees, it may be submitted in writing to the Superintendent directly and the processing of such grievance shall begin at Step 2.

Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Step 4 shall be in accordance with the procedures set in Article VI, Section D.

All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals and Association representative so as to facilitate operation of the grievance procedure.

The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of their right here under shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee or board of any legal right.

Personnel File

Each employee will have a confidential employee file to which there will be no additions without the employee's prior knowledge and the opportunity to rebut. Each employee has the right to review his or her confidential employment personnel file upon request to the appropriate administrator. The administrator shall schedule a time for review at a mutually convenient time for the employee and administrator, and such review shall be made available within seven calendar days of the request being received. The employee shall have the right to copy the contents of his or her personnel files at no cost.

403 B Plans

The Chamberlain School Board accepts the institution of a 403 B Plan as one of the medically related options offered by the school district in its insurance package for classified employees hired for fiscal years ending before June 30, 2021. Current medically related options are health, term life, cancer and dental.

If a staff member chooses not to utilize the benefit amount for health insurance, they must present written proof of medical coverage. If medical coverage is not substantiated the benefit amount is forfeited. Staff will only be allowed to participate in 403 B Plans approved by CPI-Common Remitter Services (3rd Party Administrator of 403 B Plans).

Special Note: The Chamberlain Education Association (Certified & Classified) is aware of the need to maintain the integrity of the group plans and will be informed of and will work closely with the school district administration on the need for maintenance of the proper numbers in each medically related group plans.

Insurance

The School Board will pay on a spouse's group health insurance. However, the total of the group members using this spouse option cannot exceed more than 10% of the local membership.

- A. To qualify for this benefit, you must apply for it and provide proof of eligibility.
- B. If the total applicants exceed 10% then the people on the higher steps of the pay schedule will be selected first.

Insurance—It is mutually agreed that the medical insurance (health, cancer, dental, life or TSA) benefit for classified staff will be increased to **\$690.00 per month** for the **2024-2025** school year.

The Chamberlain School District will secure a provider of a Flex Plan that will include the option of daycare and un-reimbursed medical added to the present Section 125 allowable.

Retired employees will be allowed to continue using the group health insurance based on COBRA

Wages & Salary

The Chamberlain School Board will increase wages for all classified staff by \$1.00/.hour. Employees that are considered Speech Language Pathology Assistant (SLPA) will receive an increase of \$2.00/hour for the 2025-2026 school year.

Bonus:

If funds warrant, a \$300 bonus, minus appropriate dedications, will be paid in December.

Lead Custodian

Custodial-12 month Classified Buildings may be assigned a lead Building Custodian. The assignment will be made by the Business Manager. A lead Building Custodian will be given additional duties and responsibilities based on individual building needs. The position will increase the individuals pay by \$1.00/hour above the negotiated classified salary.

12 month Classified Employee Vacation Days

Classified employees on a 12-month work agreement will receive vacation days based on years of service unless otherwise negotiated in work agreement. Days are to be accumulated beginning July 1; unused days will be carried over for one year; any unused days will be lost August 31st of the following fiscal year end.

Yrs of Service	Days
0-3	10
4+	11
7+	12
10+	13
13+	14
15+	15
20+	17
25+	20
30+	25

SD Retirement

Membership in the SD Retirement System for all Classified Staff starting in the 1999-2000 school year.

Employee Discipline (Classified)

No employee shall be dismissed or otherwise disciplined except for reasons relating to poor job performance, breach of contract, incompetency, gross immorality, unprofessional conduct, insubordination, and neglect of duty or violation of any policy or regulation of the school district.

Disciplinary alternative actions against an employee may include the following:

- Dismissal
- Suspension without pay
- Suspension with pay
- Written reprimand
- Oral reprimand

The following procedures shall be used in any employee disciplinary action:

In matters which may require remediation, the employee shall be given oral and written notice, and, if not remediated within the stated time limits, could be the basis of further disciplinary action.

The immediate supervisor may issue an oral or written reprimand. Suspension with or without pay may only be imposed by the superintendent or designee. Dismissal shall only be by action of the Board of Education on recommendation of the superintendent. On matters regarding suspension or dismissal, the employee shall receive written notice of the disciplinary action together with the reasons, therefore.

Any employee subject to suspension with pay, suspension without pay or dismissal shall be informed of such action in advance and shall be given an opportunity to be represented in any meeting or conference with respect to disciplinary action within ten (10) working days.

Only employees subject to suspension and dismissal action as provided in this policy may appeal such action in the grievance procedure. An appeal of a suspension with pay shall begin at Step Two of the grievance procedure. An appeal of a suspension without pay or dismissal shall begin at Step Three. If the employee prevails in the appeal, all records relating to the disciplinary action shall be expunged from the employee's personnel file. The appeal process shall conclude with the rendering of the Board of Education's decision.

This policy shall not supersede the Board of Education's right not to renew the work agreement of a classified employee upon its completion, due to conditions existing which would no longer require the services of such employee.