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10  
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15  
16  
17  
18  
19

# TABLE OF CONTENTS

Preamble ..... Page 2

Statement of Philosophical Agreement ..... Page 3

Guiding Principles ..... Page 5

- Appropriate Decision-Making Processes ..... Page 6

Governing Committees ..... Page 8

- Leader Group ..... Page 8
- Compact Steering ..... Page 9
- Problem Solvers ..... Page 10
- Compact Issues ..... Page 11

Provisions ..... Page 13

Term & Commitment ..... Page 13

Resolution Process ..... Page 14

Recognition ..... Page 16

20 **COMPACT**

21 **I. PREAMBLE**

22 The Natrona County Education Association (NCEA), Natrona County Association  
23 of Educational Support Staff (NCAESS), Service Employees Independent  
24 Organization (SEIO), Natrona County Association of School Executives (NCASE),  
25 Natrona County School District Cabinet, which includes the Superintendent  
26 (Cabinet), herein after, collectively referred to as recognized employee  
27 organizations, and Board of Trustees of Natrona County School District No. 1  
28 (Board) (collectively, the Parties) agree to adopt this Compact. In adopting this  
29 document, the recognized employee organizations and Board intend to establish a  
30 compact of trust that will govern their relationship during the term of this Compact.  
31 The Board and recognized employee organizations wish to structure the district's  
32 decision-making so as to assure that major decisions impacting students are  
33 reached through a collaborative interest based decision-making process including  
34 trustees, the recognized employee organizations, parents, students and the  
35 community. Such decisions are subject to final approval of the Natrona County  
36 School District (NCSD) Board of Trustees meeting en bloc pursuant to the Board  
37 powers and duties under Wyo. Stat. 21-3-110 through 111 (2007).

38 All meetings of groups constituted by the Compact will operate in compliance  
39 with the laws and rules of the state of Wyoming, including Wyo. Stat. 16-4-401  
40 through 406 (2007), commonly referred to as the Public Meetings Law. Meetings  
41 shall be advertised and open, consistent with W.S. 16-4-403, et. seq.

42 **II. STATEMENT OF PHILOSOPHICAL AGREEMENT**

43 In working together, the recognized employee organizations and Board agree that  
44 they shall achieve district organizational, structural and decision-making goals  
45 consistent with their philosophical compact.

46 First, organizationally, the Board and recognized employee organizations agree  
47 that their relationship will reflect the following values. \*

48 • **Visionary Leadership** — As leaders, the recognized employee organizations and  
49 Board shall set directions and create a student-focused, learning-oriented  
50 climate; clear and visible values\* and high expectations in a manner that  
51 balances the needs of all parties: students, the Board, recognized employee  
52 organizations, parents and citizens of Natrona County. Leaders shall create  
53 strategies, processes and methods for achieving performance excellence,  
54 stimulating innovation, building knowledge and capabilities and ensuring  
55 organizational sustainability.

56  
57 • **Student-Centered Education** — The parties to the Compact recognize that the  
58 fullest potential of all students can only be achieved by affording students  
59 opportunities to pursue a variety of avenues to success. The parties further

60 \* Derived from the Baldrige Education Criteria For Performance Excellence

61 recognize that, in order to do this, they must focus on the real needs of students  
62 and will strive to identify those needs by determining personal growth,  
63 citizenship and customer requirements .

64

- 65 • **Organizational and Personal Learning** — Organizational growth includes  
66 systemic continuous improvement of existing processes and new approaches.  
67 Learning is a regular part of the daily work of all stakeholders practiced on a  
68 personal, school and district level, where knowledge is shared and problems  
69 are solved at their source. Opportunities for change and innovation result in  
70 personal, professional and organizational growth.
- 71 • **Valuing All Parties** — NCSD’s success depends on an engaged workforce that  
72 benefits from meaningful work, clear organizational direction and  
73 performance accountability within a safe, trusting and cooperative  
74 environment. The organization will build internal and external partnerships to  
75 better accomplish overall goals.
- 76 • **Organizational Agility** — The parties to the compact agree that their relations  
77 shall foster a district that develops a capacity for faster and more flexible  
78 response to the needs of the district’s students and other stakeholders.
- 79 • **Focus on the Future** — The parties will participate in and contribute to the  
80 short- and long-term planning necessary to anticipate educational factors that  
81 affect our students.
- 82 • **Managing for Innovation** — The parties are committed to changes required to  
83 improve the district’s programs, services and processes and recognize  
84 responsible risk taking as an element of change.
- 85 • **Management by Fact** — The parties are committed to using performance data  
86 and other objective evidence to inform decision-making, evaluation and  
87 operational improvement.

- 88 • **Public Responsibility and Citizenship** — The parties recognize their  
89 responsibility to operate in an ethical and open manner as stewards of the  
90 public trust.
- 91 • **Focus on Results and Creating Value** — The parties will focus on skills and  
92 knowledge, which add value to the individual student, employee and  
93 local/global community.
- 94 • **Relationship of Value and Trust** — The parties are committed to continually  
95 build relationships through trust, respect, dialogue and honesty.
- 96 • **Systems Perspective** — The parties agree to using a systems approach to achieve  
97 performance excellence.

98

99 **III. GUIDING PRINCIPLES**

100 Ideal decision-making occurs in a positive climate, in an inclusive organization,  
101 using a situation-appropriate process with continuous evaluation and adjustment.  
102 We believe a decision process that is collaborative allows all involved and affected  
103 by the decision the opportunity to understand the multiple perspectives and  
104 interests to better discover solutions that recognize and give legitimacy to values,  
105 expertise, knowledge and information. A decision-making process includes steps  
106 that lead to the decision. At NCSD, this decision-making process is the story, interest,  
107 options, evaluation, commit and implementation. In an interest-based decision-  
108 making process, the decision is made between the evaluation and commitment steps.

109 The act of making the decision is the manner the decision is made, consensus,  
110 consultative, majority vote and command.

111 Appropriate decision-making processes include: (Adm. Reg. # 4180)

112 • **Consensus Decision** — is a general voluntary agreement by representatives of  
113 affected stakeholders. It is not necessary for every participant to agree in full,  
114 but it is necessary for every person to be heard. Consensus decisions are  
115 appropriate when group commitment to the decision is advantageous to its  
116 implementation. Consensus decisions are not made by majority vote.

117 • **Consultive Decision** — is made by individual/individuals in positional authority  
118 with input from stakeholders.

119 • **Majority Vote** — is a vote by half the members of a body plus one.

120 • **Command Decisions** — may be made by persons in position of authority.

121 Every effort must be made to support employee representatives who are involved  
122 in these decision-making processes.

123 The parties of the Compact commit to:

124 • **Success for Each Student**

125 ▷ The interest of student success will be central to all discussions.

126 ▷ Decisions will foster opportunities for all students.

127 ▷ This commitment recognizes the supporting role each stakeholder contributes  
128 to setting and achieving reasonable and high expectations for student learning.

129  
130 • **Stakeholder Involvement and Collaborative Interest-Based Decision-Making**

131 ▷ A consensus-building process will be used on issues which:

132 – Directly impact students.

133 – Directly impact employees.

- 134 – Are controversial.
- 135 – Involve multiple groups or buildings.
- 136 – Have district-wide implications.
- 137 – Are identified by the Leader Group as requiring a consensus-based decision.

138

139 • **Continual Stakeholder Training**

140 ▷ The district will provide professional development and training of the  
141 Compact and collaborative interest-based decision-making processes.

142 ▷ Training will emphasize:

- 143 – Keeping student success as the focus.
- 144 – Developing and maintaining relationships.
- 145 – Skills required to analyze issues based on mutual interests rather than  
146 positions.
- 147 – Data-informed decision-making using relevant research.
- 148 – Compliance with statutes, rules and policies
- 149 – Timeliness in decision-making.
- 150 – Implementation, follow-up and evaluation of outcomes.

151

152 • **A Systems Approach**

153 ▷ The district will use systemic continuous improvement to:

- 154 – Align processes with district goals.
- 155 – Gather, analyze and use relevant research in data-informed decision-making.
- 156 – Support successful practices and innovations which foster improvement.

157           – Focus on desired results.

158

159       • **Stakeholder Engagement**

160           ▷ Assessment of stakeholder engagement will be continually used as an indicator  
161           of organizational effectiveness and improvement. Mutual support and  
162           celebration are recognized as important elements of stakeholder engagement.

163

164       **IV. GOVERNING COMMITTEES**

165           In order to facilitate the operations of the district three standing Compact  
166           committees shall be: Leader Group, Compact Issues Committee, and Compact  
167           Steering Committee. One ad hoc Compact Committee shall be the Problem Solvers  
168           Committee.

169           Each committee shall be composed of individuals who are committed to  
170           collaborative interest-based decision-making. These committees shall use a  
171           collaborative interest-based process when making decisions.

172

173       • **Leader Group**

174           The Leader Group shall assess unresolved issues brought forward by individual  
175           stakeholders or stakeholder groups, route those issues to appropriate  
176           individuals or groups for consideration and establish tentative agendas for the  
177           Compact Issues Committee. In order to achieve these purposes, the Leader  
178           Group shall:

179           ▷ Review and discuss all Requests for Intervention. **See appendix....**



- 180       ▷ Use the established flow chart to refer issues to the appropriate individual or  
181       group. *See appendix...*
- 182       ▷ Oversee integration of collaborative interest-based decision-making processes  
183       and systemic continuous improvement into the district culture.
- 184       ▷ Receive and review reports of assigned issues and oversees the documentation  
185       of requests, resolutions and implementation reports.
- 186       ▷ Discuss issues of current concern and establish the tentative agenda prior to  
187       Compact Issues Committee meetings.
- 188       ▷ Communicate both internally and externally.
- 189       ▷ Meet monthly with additional meetings scheduled as needed.

190       The minimum membership on this committee shall be open to at least one (1)  
191       representative from each of the following: Board of Trustees, Cabinet, Natrona  
192       County Association of School Executives (NCASE), Natrona County Education  
193       Association (NCEA), Natrona County Association of Educational Support Staff  
194       (NCAESS), Service Employees Independent Organization (SEIO), and  
195       Connections (parent group connecting students, families and community)

196

197       • **Compact Steering Committee**

198       The Compact Steering Committee will ensure a culture of excellence through  
199       systemic continuous improvement and collaborative governance aligned with  
200       The Compact by:

- 201       ▷ Reviewing the Compact annually, recommending revisions to the Compact  
202       Issues Committee when appropriate.

- 203       ▷ Defining induction and ongoing Compact training needs for all stakeholders.
- 204       ▷ Applying a systemic continuous improvement approach to the Compact.
- 205       ▷ Assuring all NCSD leaders understand and model the principles and practices
- 206           of the Compact.
- 207       ▷ Establishing feedback loops to monitor implementation of the Compact.
- 208       ▷ Establishing feedback loops to monitor the culture.
- 209       ▷ Act on feedback to ensure sustainability of the Compact.
- 210       ▷ Communicate, both internally and externally.
- 211       ▷ Meet monthly with additional meetings scheduled as needed.

212       The minimum membership on this committee shall be open to at least one (1)

213           representative from each of the following: Board of Trustees, Cabinet, Natrona

214           County Association of School Executives (NCASE), Natrona County Education

215           Association (NCEA), Natrona County Association of Educational Support Staff

216           (NCAESS), Service Employees Independent Organization (SEIO), and

217           Connections (parent group connecting students, families and community).

218

219       • **Problem Solvers Committee**

220       The Problem Solvers Committee provides assessment and recommendations for

221           solution of issues assigned by the Leader Group. The Problem Solving

222           Committee shall:

- 223       ▷ Have access to available resources-time, people and funding necessary to work
- 224           on assigned issues.
- 225       ▷ Meet on an ad-hoc basis as needed.

226 The minimum membership on this committee shall be open to at least one (1)  
227 representative from each of the following; Board of Trustees, Cabinet, Natrona  
228 County Association of School Executives (NCASE), Natrona County Education  
229 Association (NCEA), Natrona County Association of Educational Support Staff  
230 (NCAESS), Service Employees Independent Organization (SEIO), and  
231 Connections (parent group connecting students, families and community)  
232

233 • **Compact Issues Committee**

234 The Compact Issues Committee's purpose is to monitor, amend and/or clarify  
235 this Compact. The committee shall meet annually to deal with all employment  
236 document issues including salary and benefits.

237 These annual meetings shall take place following the legislative session  
238 beginning as soon as feasible after the district receives an estimate of general  
239 fund revenues for the next school year with the intent that meetings conclude  
240 before the end of that same week. Annual meetings shall utilize two mutually  
241 agreed upon non-employee facilitators who are trained in the collaborative  
242 interest-based decision-making process.

243 In addition to the annual meeting, this committee shall meet once during each of  
244 the three remaining quarters with two mutually agreed upon non-employee  
245 facilitators who are trained in the collaborative interest-based decision-  
246 making process to:

247 ▷ Make consensus based recommendations on controversial issues to the Board  
248 of Trustees.

249       ▷ Address issues received from the Steering Committee, Problem Solvers  
250           Committee, or Leader Group.

251       ▷ Hear and act on unforeseen, time-sensitive issues.

252       The members of this committee shall be recognized as the authorized agents for  
253           their constituents, and the decisions of the committee shall be binding on all  
254           participants. CIC decisions are subject to final approval of the Natrona County  
255           School District (NCSD) Board of Trustees meeting en bloc pursuant to the  
256           Board powers and duties under Wyo. Stat. 21-3-110 through 111 (2007). The  
257           committee is free to access additional personnel to act as resources to focus on  
258           a specific problem.

259       The membership on this committee shall be comprised of the following: Board of  
260           Trustee members, Cabinet – three (3), Natrona County Association of School  
261           Executives (NCASE) – three (3), Natrona County Education Association (NCEA)  
262           – six (6), Natrona County Association of Educational Support Staff (NCAESS) –  
263           three (3), and Service Employees Independent Organization (SEIO) – three (3).

264  
265       CIC meetings shall be advertised and open, consistent with W.S. 16-4-403, et.  
266           seq. Trustees participate in a CIC meeting as members of a larger group, and  
267           are not meeting as a discrete board or entity under the requirement of W.S. Sec.  
268           16-4-402. Indications of CIC general group consensus or intention are not a  
269           promise or “final decision” by the Board of Trustees, and shall not be  
270           considered “action” as defined under W.S. 16-4-402.

271

272 **V. PROVISIONS CONCERNING EMPLOYEE AGREEMENTS**

273

274 The Board has promulgated employment documents with the recognized  
275 employee organizations. The terms and conditions of these recognized employment  
276 documents may be changed, amended or altered by action of the Compact Issues  
277 Committee.

278

279 **VI. TERM AND COMMITMENT TO COMPACT**

280

281 This Compact shall have an automatic and continuous term of two years, and  
282 shall end two years from the date the Board or recognized employee organizations  
283 vote to stop the Compact from continuing on such automatic and continuous basis.  
284 Each Feb. 28, beginning with Feb. 28, 2003, shall be designated as an anniversary  
285 date of the Compact. During the window period, the time running from the first  
286 Board meeting in December through the following Feb. 28, the Board and the  
287 recognized employee organizations shall review this Compact, and either group may  
288 vote to stop the Compact from running on an automatic and continuous basis.  
289 Should one of the parties decide to stop the Compact from running on an automatic  
290 and continuous basis, consensus through a collaborative interest-based decision-  
291 making process will be used during the remainder of the term to determine another  
292 Compact.

293 Should any article, section or clause of this Compact be declared illegal by a court  
294 of competent jurisdiction, that article, section, or clause, as the case may be, shall be

295 automatically deleted from this document to the extent that it violated the law. The  
296 remaining articles, sections and clauses shall remain in full force and effect for the  
297 duration of the Compact if not affected by the deleted article, section or clause.

298 The Parties to the Compact do not intend to, and under this Compact do not,  
299 create any third party beneficiaries to the agreement. The Compact is conceived and  
300 designed so that the rights, duties and obligations contained in the Compact will be  
301 shared only between the Parties to this agreement. The Compact provisions are  
302 intended to assist the Parties, only, in determining and performing their obligations.  
303 Towards that end, only the Parties have any legal or equitable rights under the  
304 Compact. Nonetheless, the Parties understand and agree that all Natrona County  
305 School District No. 1 employees are considered Party beneficiaries. All district  
306 employees are bound by the results of the decision-making process, to the extent  
307 such decisions have become final in accordance with the process set forth in this  
308 Agreement. Benefits and rights established through the process established in the  
309 Compact may be sought, enforced and/or recovered by all district employees.

310

311 **VII. RESOLUTION PROCESS**

312

313 Should the recognized employee organizations and Board be unable to agree  
314 upon the interpretation or implementation of this Compact, the Board and  
315 recognized employee organizations agree that their differences shall be resolved in  
316 the following manner: Each group represented on the Compact Issues Committee  
317 will assign the following members — one each from the NCAESS, SEIO, Cabinet and

318 NCASE and two each from the NCEA and the Board — to participate on a Resolution  
319 Committee. Each group will also select two consultants to participate in the  
320 development of a decision. Each group participating will be responsible for all costs  
321 associated with engaging consultants to represent their group. The group's  
322 consultants will be familiar with reaching consensus through a collaborative  
323 interest-based decision-making processes prior to engaging in committee work. The  
324 Resolution Committee, both members and their consultants, will meet with the  
325 same facilitators used by the Compact Issues Committee. The Resolution Committee  
326 will reach consensus through a collaborative interest-based process to develop a  
327 decision. The decision of the Resolution Committee will be adopted.

328 In the event the Resolution Committee cannot produce a decision, the issue will  
329 be returned to the Compact Issues Committee. The Compact Issues Committee will  
330 assign a new Resolution Committee. This process will continue until a decision is  
331 reached.

332 The Parties agree that the Compact is a document which reflects a process built on  
333 mutual trust and confidence in the power of reason, good faith, mutual goals and  
334 consensus. If the resolution process is not successful, the parties agree to seek  
335 mutual agreement using non-litigation, alternative dispute resolution procedures  
336 appropriate to the nature of the dispute before instituting any legal or equitable  
337 action to enforce or interpret the Compact.

338 Nothing in this Compact waives any NCS D employee's legal rights or remedies.  
339 The Compact does not limit any employee's use of or access to any administrative or  
340 legal procedure established by state or federal common, constitutional, statutory or

341 administrative law or rule.

342

343 **VIII. RECOGNITION**

344

345 The Board officially recognizes the Parties to the Compact as the authorized  
346 entities for representing all their members in matters related to this Compact during  
347 the term of this Compact.

348

349 *Original Document: December 2001*

350 *Revised: May 2002*

351 *Revised: January 11, 2008*

352 *Revised: May 2009*

353 *Revised: April 2011*

354 *Revised: April 30, 2012*

355 *Revised: December 2, 2013*

356 ***Revised: May 13, 2014***

357

358

359

360

361 Natrona County School District – Casper, Wyoming