PROFESSIONAL AGREEMENT

between the

PARK CITY BOARD OF EDUCATION

and the

PARK CITY EDUCATION ASSOCIATION

of the

PARK CITY SCHOOL DISTRICT

July 1, 2010 - June 30, 2011

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PROFESSIONAL AGREEMENT

This Professional Agreement is made and entered into by and between the Park City BOARD of Education of the Park City School DISTRICT (hereinafter called the "DISTRICT") and the Park City Education Association (hereinafter called the "ASSOCIATION") on June 4, 2010.

This Agreement covers the period of July 1, 2010 to June 30, 2011. The intent of the LPA negotiations team is to finish the document by the end of the school year. In the event that the agreement is not completed, there is/has been an understanding that the LPA will continue to inform practice for the day-to-day operations of the district and licensed employees. There is a commitment from the negotiations team to complete the document as soon as is feasible.

The intent of this Professional Agreement is to set forth and record herein the basic agreement between the parties on those matters relating to conditions of employment for educators included in the bargaining unit. The master contract, which addresses compensation, is included as an attachment to this Professional Agreement.

The Professional Agreement is reached in good faith between the DISTRICT and the ASSOCIATION with a free and open exchange of views.

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

Except as otherwise specifically provided in this Agreement, the BOARD retains and reserves unto itself the sole and exclusive right to the executive management and administrative control of the school system, along with all other rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Utah and the United States, including, but not limited to, the following rights and responsibilities:

To determine and administer policy.

To establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students.

To hire all educators and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

To determine the responsibilities and assignments of educators.

To make and enforce all needful rules and regulations for the control and management of the public schools of the DISTRICT.

To do all things needful for the maintenance, prosperity and success of the school, and the promotion of education.

The BOARD recognizes the role of professional educators in determining and providing for the educational needs of students. Therefore, the BOARD will provide opportunities for the involvement and participation of educators individually and through the ASSOCIATION in planning and developing the best possible programs for students and educators.

ARTICLE I - RECOGNITION

1.1. Representative: The BOARD recognizes the ASSOCIATION as the exclusive representative of the educators; provided; however, that any individual educator shall have the right to present grievances with or without representation by the ASSOCIATION, in accordance with the Grievance Procedure provided herein; and provided

further, that nothing in this Agreement shall be so construed as to deprive any individual of his/her rights under the Utah Right to Work Law.

1.2. Continued Recognition: The BOARD shall continue to recognize the ASSOCIATION as the exclusive representative for the term of this AGREEMENT, or any renewal thereof; provided; however, that if the BOARD has cause to believe that a majority of the members of the BARGAINIING UNIT have not designated or selected the ASSOCIATION as their representative, the BOARD may request and shall be furnished by the ASSOCIATION with proof of such designation or selection by such majority. If the ASSOCIATION fails to provide such proof, it shall not be recognized as the exclusive representative of the educators.

ARTICLE II - DEFINITIONS

2.1. ASSOCIATION: The term "ASSOCIATION" means the Park City Education Association.

2.2. BARGAINING UNIT: The term “BARGAINING UNIT” shall include all educators with licensed contracts with the exception of administrative, classified and supervisory positions.

2.3. BOARD: The term "BOARD" means the BOARD of Education of the Park City School DISTRICT and, when used in this Agreement, shall refer to the governing body of the DISTRICT.

2.4. CAREER EDUCATOR: The term “CAREER EDUCATOR” refers to an educator employed by the DISTRICT who has obtained a reasonable expectation of continued employment. This is governed by Utah Code Section 53A-8-102.

(a) An educator becomes a CAREER EDUCATOR upon successful completion of three (3) consecutive full academic school years with the DISTRICT. Successful completion shall be determined by the performance of contractual duties.

(b) In order to have credit for a full academic school year, the educator must start by October 15 of the school year. If the educator starts after October 15, he/she must complete that school year plus three additional full academic years before he/she becomes a CAREER EDUCATOR.

2.5. CONTRACT TERM: The term “CONTRACT TERM” is the period of time an educator is engaged by the DISTRICT under a contract of employment.

2.6 DUTY FREE LUNCH: The term “DUTY FREE LUNCH” is that each educator shall be scheduled for a minimum of 30 minutes each day for a duty free lunch. Duty free is defined as “absent student supervision”. It is acknowledged that emergencies may require adjustments to the schedule.

2.7. EDUCATOR: The term "EDUCATOR" means any individual, except the superintendent, employed by the Park City Board of Education who is required to hold a professional license issued by the Utah State Board of Education.

2.8. EVALUATION: The term “EVALUATION” is that each educator is evaluated according to procedures established by and outlined in Utah Code 53A-10-101 to 111.

2.9. EXTENDED FAMILY: The term "EXTENDED FAMILY" means sister, brother, stepparent, stepchild, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter, and grandson.

2.10. GRIEVANCE: The term “GRIEVANCE” is a grievance shall be in response to an alleged violation of this Professional Agreement. Educators are directed to Policy 1000 – Harassment and Discrimination Prohibited and Policy 11025 – Public Complaints if their concern does not represent an alleged violation of this agreement.

2.11. GRIEVANT: The term “GRIEVANT” refers to a person or persons making the grievance. The ASSOCIATION may be the "aggrieved party”.

2.12. IMMEDIATE FAMILY: The term “IMMEDIATE FAMILY” shall be defined as father, mother, husband, wife, son, daughter, or any legal dependent.

2.13. INSURANCE BENEFITS: The term “INSURANCE BENEFITS” includes those benefits and/or options as defined by the DISTRICT insurance plan recommended by the district insurance committee and approved by the BOARD.

2.14. NON-RENEWAL OF CONTRACT: The term “NON-RENEWAL OF CONTRACT” is for provisional educators, non-renewal may result from appropriate and timely notice language (60 calendar days prior to the end of the school year) of the BOARD's intent not to renew without a specific statement of cause or reason.

2.15. PART-TIME EDUCATOR: The term “PART-TIME EDUCATOR” refers to an employee who works less than 40 hours per week. Any part-time educator working less than 20 hours per week is not eligible for any DISTRICT employment benefits except those mandated by federal and state law.

2.16. PROBATIONARY EDUCATOR: The term "PROBATIONARY EDUCATOR" refers to any educator employed by the DISTRICT, who has been advised by the DISTRICT that his/her performance as an educator is inadequate.

2.17. PROBATIONARY PERIOD: The term "PROBATIONARY PERIOD" means an employment status within the DISTRICT wherein the educator is a probationary employee whose continued employment is at the discretion of the BOARD. Educators can only be removed during the term of each contract for cause or reduction in force. The probationary period provides the DISTRICT with an opportunity to observe and evaluate the performance of educators and to provide remediation and/or assistance to them to improve their performance. Further, it allows the BOARD to make judgments about the long-term potential of educators to meet the DISTRICT's needs, standards and expectations.

2.18. PROVISIONAL EDUCATOR: The term “PROVISIONAL EDUCATOR” means any educator employed by the DISTRICT who has not achieved career employee status within the DISTRICT.

(a) A provisional educator who is employed after July 1 will be given an individual “one-year contract”. All positions occupied by persons holding one-year contracts will be posted in the spring, providing that position will exist for the following school year. Hiring procedures for posted positions shall follow all applicable DISTRICT policies. During the term of a one-year contract, the educator may be removed only for cause.

2.19. SICK LEAVE BANK: The Park City School District “SICK LEAVE BANK” serves as a short-term disability option; eligibility requires enrollment**.**

2.20. SUPERINTENDENT: The term "SUPERINTENDENT" when used in this Professional Agreement, shall refer to the superintendent and/or his/her designee.

2.21. TENURE: The term "TENURE" means an employment status granted by the BOARD following successful completion of a provisional period and the renewal of a fourth year educator's contract. Part-time employees who work less than 20 hours per week are not eligible for tenure.

2.22. TERMINATION: The term "TERMINATION" refers to the separation of a tenured educator or any educator who is removed during the contract year for cause.

ARTICLE III - STATUS AGREEMENT

3.1. AGREEMENT TERM: The Professional Agreement shall be effective from July 1 to June 30 each year. No BOARD policies shall be adopted that conflict with the provisions included within the Professional Agreement.

3.2. LEGAL PROVISIONS: All federal and state laws will supersede provisions of this Agreement.

3.3. ALTERATIONS OF THE PROFESSIONAL AGREEMENT: This Agreement may be modified in whole or in part by mutual consent of the parties. Alterations must be executed in writing by both parties.

3.4. PROFESSIONAL AGREEMENT DISTRIBUTION: Each educator shall have access to a copy through the District's website (www.pcschools.us).

ARTICLE IV - WORK SCHEDULE

4.1. EDUCATOR'S WORK DAY: Educators are considered professionals who will make responsible decisions about use of time to do the best possible job both in their individual assignment and in support of the overall operation of the school and the school district. In general, educators are expected to be present in the school 30 minutes before the student day begins and 30 minutes after the student day ends. The reason for this general expectation is to ensure adequate adult supervision for student safety and to ensure access to educators for students, parents, and colleagues, both before and after school. Professional responsibility for educators includes participation in scheduled faculty meetings, parent conferences, staff development activities, and district meetings. Each school will have a procedure in place for educators to request variations (such as absence, early departure, late arrival, or absence during the school day) from the general workday schedule.

4.2. EDUCATOR PLANNING TIME: All educators shall be allowed planning/preparation time. Ongoing efforts will be made by stakeholders to address the issue of comparability of planning/preparation time.

4.2.1 Both district and school administrators are encouraged to schedule meetings on Fridays in such a way as to respect the need for teacher planning time; however, district and school administrators can use Friday early release time for needed group work and staff development. **Please refer to the Memorandum of Understanding on Planning Time attached to this document.**

4.3. EDUCATOR'S WORK YEAR: The educator's work year shall be within the confines of the school calendar and shall not exceed 184 days.

4.4. PART-TIME EDUCATORS: As part of the part-time educator's contract, the educator is required to attend parent/teacher conferences, faculty meetings and other essential school functions, without additional compensation. If professional staff development occurs outside the part-time educator's contract and is essential to the goals of the program, school or district, compensation may be requested through the building administrator or district administrator.

ARTICLE V - SALARY PROCEDURES

5.1. PLACEMENT ON THE SALARY SCHEDULE: Teaching experience in other districts shall be evaluated by the superintendent or designee. For initial appointment on the salary schedule, an educator must comply with the following:

5.1.1. Educators must be fully licensed as prescribed by law and the rules and regulations of the Utah State Board of Education. Each educator is responsible for completing the necessary procedures for licensure and re-licensure in a timely fashion. Failure to comply with the licensure rules of the state may result in adverse employment action.

5.1.2. Educators new to the DISTRICT shall receive a year's credit on the salary schedule placement for each successful year in a public or accredited private elementary/secondary school up to maximum of nine-years credit, which would place them on Step 10 on the salary schedule.

5.1.3. Allowable experience shall be based upon public school teaching, which is certified by the respective districts where employment took place. At the time of employment, the DISTRICT shall evaluate experience in private schools, institutions or higher education, or other professional employment and grant credit if approved by the superintendent or designee. The BOARD reserves the right to further limit accredited teaching experience outside of Park City.

5.2. LANE CHANGE CREDIT: A teacher seeking a lane change must submit appropriate materials documenting sufficient credit/degrees for a lane change to the human resources department. Documentation must be submitted on or before August 30 or January 15. Payroll adjustments take place in the September or February paycheck.

5.3. CRITERIA FOR CREDIT: Criteria for additional credit allowance shall be as follows. Courses based upon the following criteria shall be granted acceptance of credit for salary lane changes:

(a) Courses in the area of teaching major or minor

(b) Courses in the area of present teaching assignment

(c) Courses that meet the DISTRICT goals or needs

(d) Courses required by the DISTRICT for professional training

(e) Credit must be earned after completion of requirements for licensure. An exception is for an Alternative Routes to Licensure (ARL) candidate that completes their licensure requirements as a PCSD employee AND is required to participate in an endorsement program, upon receipt of the level 1 license the endorsement credit can be applied toward a lane change.

(f) Courses that have been approved by the principal and superintendent

5.4. CREDITS AUTHORIZED WITHOUT PRIOR APPROVAL: All graduate degree credits, which meet the above criteria, shall be accepted for lane change purposes. Completion of the advanced degree from an accredited institution shall place the person on the appropriate lane. Graduate degrees that do not meet the above criteria may be appealed to the Superintendent or designee for lane change credit.

5.5. CREDIT REQUIRING FURTHER APPROVAL:

(a.) University Credit: University credit, either undergraduate or graduate, must be approved for compliance with established criteria by the DISTRICT. Credit to be applied toward the Bachelor's plus 30 and the Bachelor's plus 55 lanes must be earned subsequent to meeting the Bachelor's degree in education. Credit to be applied to the Master's plus 45 lane must be earned subsequent to the Master's Degree.

(b) District Sponsored Credit: By approval of the Superintendent or designee, non-university district sponsored credit will be available and qualify for lane advancement on the salary schedule. The amount of such credit shall be limited to a maximum nine quarter hours* for any one lane change. Each quarter hour should be equivalent to 10 hours of in-class instruction. Teachers will be notified of district sponsored credit opportunities and endorsement programs as they are approved.
Teachers may request approval of additional credit hours beyond the nine (9) hour cap for district sponsored credit or based on district approved endorsement programs. Requests can be made through the appropriate program director or supervisor.

(c) Non-University Credit: By approval of the superintendent or designee, non-university or non-college credit may qualify for lane advancement on the salary schedule. The amount of such credit shall be limited to a maximum of six quarter hours* for any one lane change. All of these credit hours must be related directly to the educator's current assignment. Each quarter hour should be equivalent to 20 hours of in-class instruction.

(d) In-Service Hours: Must be approved by the Utah State Board of Education for re-licensure purposes. Credits may not be approved unless classes are related directly to the teaching assignment. Acceptance shall be only for one-half of the hours required for lane change credit.

(e) Verification of Credits: All credits must be verified by official transcripts or by other evidence of the completion of the credits acceptable to the superintendent.

(f) Unacceptable Credits and Exceptions: In general, classes of the following nature shall not be granted lane change credit:

(g) Courses of a broad general nature such as lecture series, forum assemblies and survey courses

(h) Work projects such as curriculum development committees, textbook selection committees and curriculum guide committees or other projects as service projects.

*Teachers may use up to 15 credits under parts (b), or a combination as indicated under (b) and (c).

5.6. PAY: Educator's salaries shall be paid in 12 monthly installments.

5.7. COMPENSATION VERIFICATION: A compensation verification notice will be sent to each educator outlining step and lane, individual salary, FICA, retirement, 401K, medical, dental, LTD, life and vision insurance no later than September 10 for the coming year. It is the responsibility of the employee to verify the accuracy of the information on the compensation verification notice and return it to the district office.

5.8. UTAH STATE RETIREMENT SYSTEM REQUIRED: All educators who work 20 hours per week or more are required to participate in the Utah State Retirement System as provided by law.

5.9. PAYROLL DEDUCTION: The DISTRICT may deduct from the salaries of the educators, with approval of the business administrator, the following:

- Dues to the ASSOCIATION.
- Premiums for BOARD approved health and welfare benefits.
- Tax sheltered annuities.
- Automatic savings.
- Flexible spending.
- Other appropriate and mutually agreed upon deductions.

Deductions itemized above shall be made only upon written request by the educator.

5.10. PAY FOR DISTRICT STAFF TRAINING AND CURRICULUM DEVELOPMENT: Stipends may be available for special projects.

5.11. SUMMER PAY: Educators terminating employment may make written request to the business administrator that their summer pay earned under the regular nine months teaching contract be paid in one lump sum. If the request is received by the business administrator by May 1, the educator shall receive summer pay before July 1 of that year. Educators may not have their summer pay for work performed during the summer months prepaid.

ARTICLE VI –INSURANCE BENEFITS

6.1. There will be an ongoing district insurance committee, chaired by the business administrator that will include at least two educators, consisting of Association leadership and/or designee(s).

6.1.1. The insurance committee shall be convened to discuss, study, and recommend options on issues related to insurance to the District and to negotiation teams.

6.1.2. Additional committee duties may include but not be limited to consulting with negotiations teams, assessing self-funding utilization rates and impact, developing wellness incentives, etc

6.1.3. The insurance benefits plan and eligibility shall be included in this document as an attachment. These attachments will updated with any adopted changes.

ARTICLE VII - LEAVES OF ABSENCES WITH PAY

7.1. SICK LEAVE: Sick leave is to be used only for illness, accident, or recuperation from the same. Educators may use sick leave for the employee or a member of their immediate family. It is the professional responsibility of every person to use their sick leave only for the purposes intended. Any proven misuse thereof would be considered unethical, unprofessional and in violation of the educator's contract.

7.1.1. Sick, bereavement, sabbatical and personal leave for part-time educators shall be prorated according to the percent of full-time equivalency. No other leave shall be allowed for part-time educators.

7.1.2. The educator shall be allowed sick leave at the rate of 10 days per year cumulative to a maximum of 180 days.

7.1.3. The DISTRICT shall pay for the cost of the substitute educator, when needed, for days used. The days used shall be deducted from the accumulated days of sick leave.

7.1.4. Sick leave taken beyond the accumulated amount shall result in deduction of pay equal to the educator's daily rate of pay for that period.

7.1.5. Full pay shall be allowed upon the completion of the absence form provided by the principal or immediate supervisor and approved by him/her.

7.1.6. If an educator misses five consecutive days of work because of illness or accident, or if sick leave misuse is suspected, the educator's principal or immediate supervisor may request a physician's statement verifying the medical cause of the educator's absence. The educator shall immediately request his/her treating physician to provide the principal with a written statement verifying the medical condition of the educator.

7.1.7. The sick leave allowance during the first year of service for educators whose employment begins after the start of the regular contract year shall be prorated according to the ratio that the number of days of possible service years to the total number of days during the contract year or employment year.

7.2. PERSONAL LEAVE: Personal leave is to be taken only for personal matters which cannot be scheduled outside the school day.

7.2.1. Educators may take four personal leave days per year with pay. The first day shall not be deducted from the educator's accumulated sick leave. However, the second through fourth day shall be deducted from the accumulated sick leave. If an educator does not use the allocated personal day during the contract term, the numbers of hours will be added to the educator’s accumulated sick leave hours the following contract year.

(a) Written request to the principal shall be made at least 48 hours before taking such leave, except in the case of emergencies.

(b) Personal leaves are not allowed the day before or after a school holiday or during the first and last week of school except in the case of emergencies.

(c) Personal leave may be used by educators who wish to observe religious holidays by making a written request to the principal.

7.3. LEAVE WITHOUT PAY: Approval of leave without pay for up to a total of four days per year may be approved by the principal.

7.3.1 All leave without pay requests up to four days per year that may be approved at the building level must be submitted at least three day ahead of time and pre-approved.

7.3.2 Leave without pay requests exceeding four (4) consecutive contract days or in conjunction with any other type of leave must be submitted at least 30 days ahead of time and must be approved by the superintendent or designee.

7.3.3 Criteria for approval include:

(a) The circumstances behind the request, the availability of a qualified substitute, and the absence history of the employee.

(b) Consideration will be given depending on the number of teachers out of the building and school district substitute needs for the days of the request.

(c) Employee will pay for a licensed substitute after 4 days.

(d) Principal recommendation accompanies the request.

(e) Leave may not be taken before or after a school holiday, during the first and last weeks of school except in case of emergency.

7.4. SABBATICAL LEAVE: An educator may apply for a year's sabbatical leave. This leave is for the professional growth of the educator as it relates to current or future duties within, and to the benefit of Park City School District. A request for a sabbatical leave must include an application with a statement of the educational goal and plan, which indicates how that goal shall be achieved. Such plan shall need approval by the principal and the superintendent prior to submission to the BOARD. A sabbatical leave may be granted to an educator for up to one school year.

7.4.1. To qualify for a sabbatical leave, the educator shall have completed six successful years in the DISTRICT.

7.4.2. An educator may be awarded a sabbatical leave at seven year intervals.

7.4.3. Two sabbaticals may be granted per year.

7.4.4. During the sabbatical year, the educator shall receive 50% of the prior year's salary.

7.4.5. Upon return to the DISTRICT, the educator shall commit to a minimum of two years service to the DISTRICT or shall pay the entire sum of the salary, plus the entire sum of fringe benefits paid during the sabbatical year to the DISTRICT.

7.4.6. The DISTRICT shall pay the negotiated insurance benefits for educators during the sabbatical year.

7.4.7. Credits earned may be submitted for approval. A step increase will not be granted for the leave year.

7.4.8. The educator shall be offered the same position in which he/she was employed before the sabbatical year upon return to the DISTRICT.

7.4.9. To assure an orderly process, an application for sabbatical leave must be acted upon no later than the following dates:

- January 15 - Written plan and application submitted to the principal.
- January 31 - Written plan and application with principal's approval submitted to the human resources department.
- March 10 - (or before to coincide with the regular BOARD meeting) - Written plan and application with principal's and superintendent's recommendation submitted to the BOARD.
- April 1 - Written notification of denial of sabbatical request shall be provided by the BOARD.

7.5. BEREAVEMENT LEAVE: In case of a death in the educator's immediate family, full salary shall be allowed for five consecutive days. The first two days' leave that an educator may take shall be granted without deduction from the educator's accumulated sick leave. The third through the fifth day shall be deducted from the educator's sick leave. Up to five additional days may be requested, if sick leave is available, by contacting the Human Resource Director. A request for additional days and/or other exceptions to bereavement leave will be considered by a committee made up of a licensed educator, a classified representative, the Business Administrator and the Human Resource Director.

7.5.1. In case of a death in the educator's extended family, full salary shall be allowed not to exceed three consecutive days. The first two of these leave days shall not be deducted from the educator's accumulative sick leave, but the third day shall be deducted from the educator's sick leave.

7.5.2. If the educator must travel in excess of 500 miles from their permanent residence to attend the funeral services, up to two additional leave days may be taken. Such additional days shall be deducted from the educator's accumulated sick leave. Eligibility shall be determined using official state highway mileage distance calculations.

7.5.3. Funeral attendance for non-family members must be approved by the principal. If the educator's absence involves more than the briefest time, such leave would be deducted from the educator's accumulated sick leave.

7.5.4. Attendance at funerals of close personal friends may be approved by the principal. Such leave shall be deducted from the educator's accumulated sick leave.

7.5.5 Please refer to the Family and Medical Leave Act of 1993.

ARTICLE VIII - UNPAID LEAVE OF ABSENCE

8.1. Upon recommendations from the principal and superintendent and subsequent approval of the BOARD, unpaid leaves of absences may be granted up to one year only. For that year, the DISTRICT shall have no obligation to

continue payments to or for the benefits of the educator. These leaves shall include, but not limited to, professional leave and extended leave of absences.

8.1.1. Written request for an unpaid leave of absence must be submitted to the principal and to the human resources department and acted upon by the BOARD by March 1 or by the first regular BOARD meeting in March prior to the school year that the leave is requested.

8.1.2. The educator taking the unpaid leave must notify the DISTRICT of his/her intent to return by March l of the leave year. Educators may request of the Board of Education and the Park City Education Association, a waiver of the March 1 deadline due to significant unforeseen circumstances. Both the BOARD and the ASSOCIATION must approve of the waiver.

8.1.3. During the time an educator is on an unpaid leave of absence, a replacement educator shall be hired. Upon return to the DISTRICT, the educator shall return to a position for which he/she is licensed. The superintendent or his/her designee shall determine placement when the educator returns.

Upon receiving an eligible request for an unpaid leave of absence, the Human Resource Director will determine the need for a replacement educator to be employed on a one-year contract. This need will be

based on a number of factors to include but not be limited to: the areas in which the educator is licensed or is eligible for licensure; the number of comparable positions in the DISTRICT and the student growth or non-growth expected in the DISTRICT for the following year.

Effective immediately upon completion of signed agreement, the returning educator shall notify the director of human resources no later than March 1 of his/her intent to return to the DISTRICT the following year. The director of human resources shall work with building administrators to determine vacancies for which the educator is licensed or is eligible to be licensed. Principals shall interview the educator and make recommendations to the director of human resources. The educator shall also inform the director of human resources regarding his/her preferred placement. The director of human resources will confer with the superintendent where a final placement decision will be made.

8.1.4. Credits earned may be submitted for approval.

8.1.5. No experience (step) credit shall be granted on the salary schedule.
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8.1.6. An educator may be granted an unpaid leave of absence after becoming a career educator.

8.1.7. An educator may be granted an unpaid leave of absence at four years intervals.

8.1.8. This leave shall not be granted in successive years except for personal illness or injury.

ARTICLE IX - PART-TIME EDUCATORS

9.1. Educators may request, through their principal, a reduction in contract time. Principals may approve such a request, provided it is reasonable and does not negatively impact programs and curriculum.

9.1.1. Part-time educators' schedules will be established by the building principal and approved by the superintendent. The needs of students within the school's educational program shall be of primary concern, and any arrangement must be compatible with DISTRICT philosophy and goals. (See definition of "part-time educators" in Section 4.3.)

9.1.2. Educators working at least one-half time (.50 FTE) but less than .68 FTE, shall receive one full step on the salary schedule every two years. Educators working at least .68 FTE shall receive a full step increase for the following year.

9.1.3 Return to full-time status from part-time status shall be dependent upon the availability of a position.

ARTICLE X - JOB SHARING

10.1. Job sharing is a voluntary program that shall allow two DISTRICT employees who are licensed educators to share one position with the recommendation of the principal and superintendent and the approval of the BOARD. Job sharing under certain circumstances may provide a positive alternative in the school-staffing pattern. The needs of students within the school's educational program shall be of primary concern, and any arrangement must be compatible with DISTRICT philosophy and goals.

10.1.1. The schedule for educators in a job share shall be established by the building principal and approved by the superintendent. It shall not be deemed appropriate to adopt schedules that anticipate long absence of

educators; i.e. extended vacations, or additional personal days. Whenever a sharing educator is absent from his/her work as per the pre-arranged schedule, a record of his/her absence shall be indicated by the employee on their individual payroll sheets and maintained by the principal's office and reported to the payroll office. All absences shall be recorded using the DISTRICT payroll form.

10.1.2. Only two licensed educators may share one full-time position. Each of the educators should have had one or more years of successful teaching experience in the DISTRICT.

(a) If no current district educator is available to participate in the job share, the part-time position shall be posted and go through the hiring process.

(b) Educators who are participating in a job share shall be considered part-time educators as defined in this agreement, and return to full-time status at the completion of a job share shall be dependent upon the availability of a position. (See reference to "part-time educators" in Section 4.3.)

10.1.3. To assure an orderly process, an application must be submitted no later than the following dates:

(a) February 10 – The job share form and written plan must be presented to the principal by the licensed educators desiring to job share for the position starting at the beginning of the next school year. Each job-sharing plan is only approved for a single contract year. Any desired job share arrangement that varies from the provisions in this agreement shall include in the written plan, which accompanies the application specific explanation and justification for the variations, which are requested.

(b) March 1 - The job share form and written plan with the principal's recommendation will be submitted to the director of human resources.

(c) March - At the first regular BOARD meeting, the written plan with the superintendent's recommendation shall be approved or rejected by the BOARD.

10.1.4. Upon BOARD approval, each job share applicant must sign a job share contract for the shared position. Each applicant must agree to return to a full-time status in the event one of the participants in a shared job is unable to continue in the shared assignment or may select another job share partner. If an educator on a job share contract is granted a leave of absence, the shared assignment becomes null and void. Each applicant for a job sharing position must be licensed to teach those subjects/grade levels involved in the shared job.

10.1.5. As part of the job sharing contract, both licensed educators are required to attend parent/teacher conferences, all scheduled faculty meetings, in-service activities, and any other school activities requiring other educators' attendance without additional compensation. The principal shall make every effort to provide the schedule for planned meetings and other requirements as early as possible in the school year.

10.1.6. Subject to the approval of the principal, educators in a job sharing position may substitute for each other at substitute wages or job share partners may exchange days up to ~~3~~ **5** days each, per school year. Other than for an extended illness, no more than two consecutive days may be exchanged . A record of the days exchanged will be maintained by the building principal. In the event that one licensed educator resigns, the other educator will assume the full job responsibility until a replacement can be hired. Such educator shall receive the full-time contract rate during the interim.

10.1.7. An educator involved in job sharing is required to pay, in addition to the educator's contribution required for fringe benefits, one-half of the DISTRICT's contribution for health insurance benefits.

ARTICLE XI – DISTRICT SPONSORED SPECIAL ASSIGNMENT

11.1 District Sponsored Special Assignment Positions are offered to current employees based on a specialized program of support or training for other licensed employees in the school district. Examples of special assignment positions include but are not limited to instructional coaches, eMints trainers, Early Years Enhancement trainers, differentiation coaches, association president. Special Assignments may be time limited depending on the nature of the program and budgetary considerations.

11.1.1 Unless otherwise specified, Special Assignment Positions will require a minimum commitment of two years.

11.1.2 An educator on Special Assignment Contract is expected to work the standard 184 day contract. Additional days beyond the 184 day contract may be required depending on the position.

11.1.3 If a licensed employee is unable to or chooses not to return to the Special Assignment Position for an upcoming school year, she/he must notify the district by March 1 of the current school year. Similarly, if the District is unable to sustain the position, or chooses not to maintain licensed employee in the position for an upcoming school year, the district must notify licensed employee by March 1 of the current school year.

11.1.4 If the educator on Special Assignment returns to the classroom after a one-year absence, they will be guaranteed their same position and FTE unless a mutually agreed upon alternative is available. If after two or three years, the educator will be guaranteed placement in a position for which they are qualified. Every effort will be made to accommodate placement based on teacher preference.

11.1.5 A yearly evaluation will be conducted on the performance of licensed employee in this position by the program supervisor and/or by the building principal, depending on the nature of the position.

ARTICLE XII - PROFESSIONAL AGREEMENT

12.1. EFFECTIVE DATE: The effective year for the Professional Agreement is from July 1 to June 30.

12.2. APPROVAL:

11.2.1. When tentative agreement has been reached, it shall be reduced to writing, dated and signed by both parties. All such signed agreements remain tentative and subject to renegotiations pending completion of an agreement on the entire package.

11.2.2. Agreement between the parties shall become effective upon approval by the BOARD and the ASSOCIATION membership.

12.3. PROCEDURES:

12.3.1. The Professional Agreement includes terms and conditions of employment not addressed in the master contract.

(a) The year runs from July 1 to June 30.

(b) The Professional Agreement is reviewed yearly through a collaborative process which shall begin no later than March 15, will last no longer than 60 calendar days, and will end no later than May 15. In the event that the agreement is not completed by July 1 the previous year's agreement will remain intact.

(c) Any revisions agreed to through the collaborative process would go into effect July 1. Revisions which are additions to the budget (not trade-offs or cost neutral) may be adopted by the teams conditionally and will be considered for funding through the budget process.

12.3.2. The membership of the participating teams from the ASSOCIATION and the BOARD shall be at the discretion of each party, except that the team members shall have completed a recognized training program in collaborative processes unless agreed to by both groups.

12.3.3. Non-team members, such as outside experts or persons with knowledge of a specific area, may be invited to meetings; however, the meetings are to be considered collaborative work sessions and are not open to non-team members unless prior notice is given to the team members.

12.3.4. A trained facilitator agreed to by both teams may be used to expedite the work of the teams.

12.3.5. A summary report of the work of the teams shall be released periodically as approved by the two teams.

12.3.6. During the period of collaborative work sessions, upon reasonable request of either party, the other shall make public records available.

12.4. IMPASSE:

Please refer to Utah Code 53A-6-401 and 402 for the Dispute Resolution Act.

ARTICLE XIII - MASTER CONTRACT

13.1. SALARIES & RELATED COMPENSATION: Salaries and related compensation shall be covered in the master contract. For the purpose of this document, related compensation would include employee related insurance benefits.

13.1.1. The master contract shall be an attachment to the Professional Agreement.

13.2. MASTER CONTRACT SETTLEMENT PROCESS: The process to determine the master contract will be as follows:

13.2.1. The master contract team will begin meeting no later than April 1 in the year that the master contract expires.

13.2.2. The master contract team will make every effort to complete its deliberations by June 1.

13.3. RATIFICATION:

13.3.1. When tentative agreement has been reached, it shall be reduced to writing, dated and signed by both parties. All such signed agreements remain tentative and subject to renegotiations pending completion of an agreement on the entire package.

13.3.2. Agreement between the parties shall become effective upon ratification by the BOARD and the ASSOCIATION membership.

13.4. PROCEDURES:

13.4.1. The membership of the participating teams from the ASSOCIATION and the BOARD shall be at the discretion of each party, except that the team members shall have completed a recognized training program in collaborative processes unless agreed to by both groups.

13.4.2 These meetings are open to the public and press unless closed by agreement of the team members. Outside experts or persons with knowledge of a specific area, may be invited to meetings; however, other team members should be notified of their attendance in advance of the meeting.

13.4.3. A trained facilitator agreed to by both teams shall be used to expedite the work of the teams. If agreed to by both teams, both meetings may occur without a trained facilitator present.

13.4.4. A summary report of the work of the teams shall be released periodically as approved by the two teams.

13.4.5. During the period of collaborative work sessions, upon reasonable request of either party, the other shall make public records available.

13.4.6. IMPASSE: Please refer to Utah Code 53A-6-401 and 402 for the Dispute Resolution Act.

ARTICLE XIV - DISMISSAL

14.1. PROVISIONAL EDUCATORS: Educators employed by the DISTRICT less than three consecutive years are provisional educators without expectation of continued employment beyond the end of the current contract term. A provisional educator is employed for a succeeding contract term unless otherwise notified in writing by the BOARD or its authorized agent. Not having an expectation of continued employment in a subsequent contract term, a provisional educator does not have the right to a hearing before the BOARD or to complain of the failure of the BOARD to offer a subsequent contract.

14.2 TENURED EDUCATORS: Please refer to Utah Code 53A-8-101 to 107 for the Termination Procedures Act.

ARTICLE XV – REMEDIATION

Remediation procedures are outlined in Board Policy GNC – Educator Evaluation

ARTICLE XVI - GRIEVANCE PROCEDURE

16.1. PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, fair and equitable solutions to grievances which may arise between educators and the DISTRICT. Both parties agree that these proceedings shall be kept informal and confidential at all levels of the procedures. All parties shall cooperate and act in good faith to resolve the grievance.

16.2. PROCEDURES-LEVEL I: Time limits for filing grievance - a grievance must be filed within 15 working days of the event, action, or inaction upon which the grievance is based. In the event that an employee becomes aware that a violation has occurred after the stated 15 working days, the employee must file the grievance within 15 working days after they become aware that a violation has occurred. Failure to file a grievance within the period specified shall constitute a waiver of the grievance. Ignorance of the procedures in this agreement does not constitute a right to extend the 15 working days as listed above.

16.2.1. Informal Resolution: The grievant shall initially discuss the grievance with the administrator or person with whom he/she has the grievance, with the objective of resolving the matter in an informal manner.

16.2.2. A representative of the ASSOCIATION shall be given the opportunity to be present at any meeting under this article, except the informal resolution level, unless specifically requested by the grievant. The aggrieved party may have equal representation.

16.3. FORMAL ACTION-LEVEL II: If the grievance cannot be solved informally:

16.3.1. If the grievant is not satisfied with the disposition of his/her grievance at the Informal level, he/she may file the grievance in writing with his/her immediate supervisor within 10 working days after the completion of Level I Informal Procedures. The written grievance shall specify the specific action or inaction being grieved, the contract provision or provisions and sections or paragraphs thereof alleged to have been violated, and the specific remedy sought. The supervisor shall have 15 working days in which to respond in writing to the grievance.

16.3.2. The aggrieved shall accept or reject the decision rendered within five working days. If rejected, the grievance is referred and must be appealed in writing to the superintendent within five working days. Otherwise, if not referred or appealed, the decision stands.

16.4. FORMAL ACTION-LEVEL III: SUPERINTENDENT

16.4.1. Within 15 days after the receipt of the written grievance by the superintendent, the superintendent shall meet with the aggrieved person to resolve it. The superintendent shall render a written decision within 10 working days of the meeting.

16.5. FORMAL ACTION-LEVEL IV: BOARD OF EDUCATION

16.5.1. Appeal to the BOARD - If the grievant is not satisfied with the decision of the superintendent, the grievance may be appealed to the BOARD by written appeal within five working days after Level III written decision has been received.

16.5.2. Within 10 working days of receipt of the grievance, the BOARD shall establish a hearing date to hear testimony of all interested parties. The BOARD shall have authority to call witnesses for the hearing. Such hearing shall be held within 20 working days of filing the grievance with the BOARD.

16.5.3. Within 30 working days of the hearing, the BOARD shall issue its response to the grievance. This response shall be considered resolved by the BOARD.

16.6. MEDIATION-LEVEL V.

16.6.1. If the grievance is not resolved at Level IV, or if no disposition is received within the time limits and both parties agree, the ASSOCIATION may appeal the grievance to mediation within 30 working days of receipt of the Level IV disposition or expiration of the time limit.

16.6.2. The grievance shall be appealed to the Federal Mediation and Conciliatory Services.

16.6.3. Each party shall be responsible for its own costs of preparing for mediation. The parties shall share equally the costs of the mediator.

16.6.4. The BOARD and the ASSOCIATION agree that the mediator's decision shall be advisory only.

16.7. MISCELLANEOUS:

16.7.l. Representation: Any party in interest may be represented and/or accompanied at all formal levels of the grievance procedure by the ASSOCIATION or other appropriate persons of his/her own choosing.

16.7.2. Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. Time limits shall not be extended or modified except by mutual written agreement of the parties hereto.

16.7.3. Non-Reprisal: No reprisals of any kind shall be taken by either party or by any member of the Administration or the ASSOCIATION against any interested party, any school representative, or any other participant in the grievance procedure by reason of such participation.

16.7.4. Separate Grievance File: Documents, communications, and records dealing with the processing of a grievance shall not be filed in the personnel files of the participants and shall be kept confidential.

16.7.5. Hearings: Hearings should be scheduled during a mutually convenient time. The BOARD shall conduct hearings in closed sessions unless all employees involved request a public hearing, in which case the hearing shall be open to the public.

16.7.6. Confidentiality: Confidentiality shall be observed pending resolution of the grievance or final decision of the BOARD. If a public hearing is requested as stated in 9.7.5., confidentiality is waived.

16.7.7. Bypass: Any step may be bypassed by mutual agreement of the superintendent and the ASSOCIATION. If the superintendent and the ASSOCIATION agree, any steps may be bypassed.

In witness whereof, this Professional Agreement and all provisions therein are contractually and legally binding on the Association and the BOARD when duly executed this 4th day of June 2010 by the ASSOCIATION and the BOARD.

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Heidi Matthews, President
Park City Education Association

_____
Kim Carson, President
Park City School Board

_____
Ray Timothy, Ph.D., Superintendent
Park City School District