PROFESSIONAL AGREEMENT

between the

PARK CITY BOARD OF EDUCATION

and the

PARK CITY CLASSIFIED 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 Classified Education Association (hereinafter called "PCCEA") July 1, 2010.

The intent of the CPA 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 CPA will continue to inform practice for the day-to-day operations of the district and classified employees. There is commitment on the part of the CPA 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 classified employees (hereinafter called "employee") included in the bargaining unit. The master contract, which addresses compensation, is included as an attachment to this Professional Agreement.

This Professional Agreement is reached in good faith between the DISTRICT and the PCCEA 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 hire all classified staff members, 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 classified staff.

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 classified employees in determining and providing for the educational needs of students. Therefore, the BOARD will provide opportunities for the involvement and participation of classified staff members individually and through the PCCEA in planning and developing the best possible programs for students and classified staff members.

ARTICLE I – RECOGNITION

1.1 Representative: The BOARD recognizes the PCCEA as the exclusive representative of the classified staff; provided however, that any individual shall have the right to present grievances with or without representation by the PCCEA, in accordance with the Grievance Procedure provided herein; and provided further, that nothing in the 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 PCCEA as the exclusive representative for the term of this AGREEMENT, or any renewal thereof.

ARTICLE II – DEFINITIONS

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

2.2 BARGAINING UNIT: The term "BARGAINING UNIT" shall include all classified employees.

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 TEMPORARY EMPLOYEE: The term "TEMPORARY EMPLOYEE" is a newly hired classified employee who shall have a temporary contract for the first ninety (90) working days with the DISTRICT. During this temporary contract period, the classified employee's continued employment is at the discretion of the administration and the employee can be released without cause.

2.5 PROVISIONAL EMPLOYEE: The term "PROVISIONAL EMPLOYEE" is any employee who has not achieved career employee status. A provisional employee is hired on an individual, one year contract which may be renewed or not renewed during the initial three (3) years of district employment at the discretion of the Board of Education; except that such employee can be removed during the term of each contract only for cause.

2.6 CAREER EMPLOYEE: The term "CAREER EMPLOYEE" is any employee of the school district who has obtained a reasonable expectation of continued employment based upon district policy. An employee becomes a CAREER EMPLOYEE upon the successful completion of three consecutive academic school years with the district.

If the employee starts after October 15th of the school year, he/she must complete that school year plus three other full academic years before he/she becomes a CAREER EMPLOYEE. Successful completion shall be determined by performance of all contractual duties within standards acceptable to the district.

2.7 PART-TIME EMPLOYEE: The term "PART-TIME EMPLOYEE" is an employee who works less than forty hours per week.

2.8 HOURLY/AT-WILL EMPLOYEE: The term "HOURLY/AT-WILL EMPLOYEE" is an employee who works in a single job or in two or more separate jobs that are each less than 20 hours per week. HOURLY/AT-WILL EMPLOYEES are not eligible for career status and their contract may be terminated at any time.

2.9 CONTRACT TERM: The term "CONTRACT TERM" is the period of time a classified employee is engaged by the DISTRICT under a contract of employment.

2.10 DUTY FREE MEAL PERIOD: The term "DUTY FREE MEAL PERIOD" is a meal period that is scheduled for the employee that is considered unpaid time and therefore duty free. Meal periods are not required.

2.11 IMMEDIATE FAMILY: The term "IMMEDIATE FAMILY" is defined as father, mother, husband, wife, son, daughter, or any legal dependent.

2.12 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.

2.13 GRIEVANCE: The term "GRIEVANCE" refers to an alleged violation of this Professional Agreement. **Refer to Article XI of this agreement for guidance on GRIEVANCE procedures. Classified employees are directed to Policy 1000, Harassment and Discrimination Prohibited and Policy 1025, Public Complaints** if their concern does not represent an alleged violation of this agreement.

2.14 GRIEVANT: The term "GRIEVANT" refers to a person making the grievance. The PCCEA may be the "aggrieved party".

2.15 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.

2.16 SICK LEAVE BANK: The DISTRICT "SICK LEAVE BANK" serves as a short-term disability option; eligibility requires enrollment. **Refer to Policy 7060, Sick Leave Bank for information and eligibility.**

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

2.18 TERMINATION: The term "TERMINATION" refers to the separation of a classified employee who is removed during the contract year for cause.

ARTICLE III – STATUS AGREEMENT

3.1 AGREEMENT TERM: This Professional Agreement shall be effective July 1 to June 30 each year. In the event that this agreement is not completed by July 1, the previous year's agreement will remain intact**.** If a conflict arises between Board Policy and the Professional Agreement, the Classified Professional Agreement (CPA) committee will be convened to determine what steps shall be taken to address the conflict.

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 employee shall have access to a copy through the District's website (www.pcschools.us). A hard copy of the agreement may be obtained by contacting the Department of Human Resources.

ARTICLE IV – WORK SCHEDULE

4.1 CLASSIFIED EMPLOYEE'S WORK DAY/WEEK: Classified employees 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.

4.2 EMPLOYEE ASSIGNMENTS: All classified employees will receive an assignment/FTE for the Department of Human Resources. The daily/weekly work schedule is site and/or job specific depending on the needs of the program.

4.3 OVERTIME: Overtime must be pre-approved in writing by the business administrator or superintendent based on a request by the principal or immediate supervisor. Employees may request consideration for time-off in lieu of overtime pay. With few exceptions, overtime is paid out at time-and-one-half the employee's regular hourly rate.

4.4 COMBINING PART-TIME POSITIONS: Combining part-time positions must be approved by the Director of Human Resources.

ARTICLE V – SALARY PROCEDURES

5.1 PLACEMENT ON THE SALARY SCHEDULE: Experience in other districts or the work field shall be evaluated by the Director of Human Resources, or his/her designee, when placing an individual on the salary schedule. Relevant experience up to 6 years may count toward placement on the salary schedule with a maximum initial placement at Step 7 of the appropriate lane.

5.2 RECLASSIFICATIONS: If a current classified employee's position is reclassified to a higher lane, placement on the new lane will be at the next highest hourly rate on the new lane that will result in an increase no lower than 2% and no higher than 5%.

5.3 REQUEST FOR RECONSIDERATION OF POSITION CLASSIFICATION: If an employee's job duties/responsibilities are modified by his/her supervisor or by the district from the original job description and/or a significant change in assigned responsibilities occurs for other reasons, an employee may request a reconsideration of the position classification. The employee must complete the form "Request for Reconsideration of Classification Recommendation" , meet with his/her immediate supervisor to discuss the changes, have the supervisor sign off on the form and then submit it to the Director of Human Resources or designee.

The form can be found on the school district website under "Forms and Documents". Once this form has been submitted to the Director of Human Resources, it will be reviewed and processed through the Classified Employee Management System for a re-evaluation. The results of the re-evaluation will be submitted back to the employee within 30 days from receipt of the request. If a reconsideration involves a lane change for the position classification, the lane change is effective on the date of the approval of the change.

The deadline for submitting a reconsideration request is October 15. A request may be made once every two years unless extraordinary circumstances have occurred to alter a job within the two year period.

5.4 PROMOTION: If an employee applies for a position at a higher paying lane and is selected for the position, relevant experience specific to the new position at the higher paying lane will be considered in step placement.

5.5 PAY/JOB INFORMATION: A pay schedule, job description, and copy of the Professional Agreement, will be provided to each employee by the Department of Human Resources after the Board approved hiring.

5.6 PAY SCHEDULES: Positions that are 20 or more hours per week (≥ .50 FTE) will be paid in 12 equal installments; positions that are less than 20 hours per week (< .50 FTE) will be paid

monthly, typically from September through June, for actual hours worked as shown on timesheets. If an employee has multiple job assignments, it is possible that he/she may be paid both ways. The schedule of when automatic deposits will take place is posted on the district website (www.pcschools.us).

5.7 STEP INCREASE: When steps are funded as a part of negotiations, employees, regardless of FTE, will receive a step increase.

5.8 LONGEVITY: Longevity is achieved when an employee reaches their 15th year in the district. Upon reaching the 15th year, the employee will receive a 3% longevity stipend. An additional 3% stipend will be added when the employee reaches their 20th year.

During the employee's 15th or 20th year, longevity will become effective on the anniversary of the hire date during that year. It is important to note that the longevity year may not be the same as the step in the event that 1) the employee received a lane change promotion or if their position was reclassified to a different lane of pay wherein the employee was placed on a higher lane, but a lower step; or 2) the employee entered the District with an initial salary placement other than Step 1.

5.9 ANNUAL SALARY AND BENEFITS STATEMENT: In September, an ANNUAL SALARY AND BENEFITS STATEMENT for the current year will be sent to each employee outlining step and lane, individual salary, including CSA & RHTA, FICA, retirement, 401K, medical, dental, LTD, life and vision insurance. It is the responsibility of the employee to verify the accuracy of the information on the statement.

5.10 UTAH STATE RETIREMENT: All employees who work 20 hours or more per week in any one position are eligible for benefits under Utah State Retirement System (URS) as provided by law. Contact payroll for additional information on URS and 401k benefits.

5.11 PAYROLL DEDUCTION: The DISTRICT may deduct from the salaries of the employees, with approval of the business administrator, the following:

- Dues to the PCCEA.
- 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 employee.

5.12 PAY FOR SPECIAL CONTRACT WORK: Stipends may be available for special projects. If the employee works over 40 hours per week, special contract work must be paid at an overtime rate of time and one-half the employee's current hourly rate. Refer to the salary schedule for current rates.

ARTICLE VI – HEALTH INSURANCE

6.1 There will be an ongoing district insurance committee chaired by the business administrator that will include at least two classified employees 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 health insurance to the classified negotiation team.

Additional committee duties may include, but not be limited to, formulating RFP's (Request for Proposals), researching alternate insurance options (i.e. buy-ups, buy-outs), consulting with the negotiation team, assessing self-funding utilization rates and impact, developing wellness incentives, etc.

6.1.2. The insurance plan shall be included in this document as an attachment.

ARTICLE VII --WORK ABSENCES

Sick, personal, and bereavement leave shall be granted to all employees working at least 20 hrs per week and prorated according to the percent of full-time equivalency (FTE).

7.1 SICK LEAVE: Sick leave is to be used only for medical appointment, illness, accident, or recuperation from the same. Staff members may use sick leave for themselves or a member of the 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 employee's contract.

7.1.1 Staff members shall be allowed sick leave at the rate of 10 days per year cumulative to a maximum of 180 days. Twelve-Month employees shall be allowed 13 days per year cumulative to a maximum of 180 days. Days will accrue as outlined in **Policy 7145, Benefits for Classified Employees**.

7.1.2 The DISTRICT shall pay for the cost of a substitute when appropriate for days used. The days used shall be deducted from the accumulated days of sick leave.

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

7.1.4 If an employee misses five consecutive days of work because of illness or accident, the DISTRICT will request a physician's statement verifying the medical cause of the employee's absence. The employee shall immediately request his/her treating physician to provide the DISTRICT with a written statement verifying the medical condition of the employee.

7.1.5 SICK LEAVE BANK: SICK LEAVE BANK is a short-term disability policy that employees must enroll in to be eligible. **Refer to Policy 7060, Sick Leave Bank for information and eligibility.**

7.1.6 SICK LEAVE INCENTIVE: A SICK LEAVE INCENTIVE will be available to all eligible employees upon separation from the district. **Refer to Policy 7130, SICK LEAVE INCENTIVE for information**.

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

7.2.2 Written request to the principal or immediate supervisor shall be made at least 48 hours before taking such leave, except in the case of emergencies.

7.2.3 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.

7.2.4 Personal leave may be used by employees who wish to observe religious holidays by making a written request to the principal or immediate supervisor.

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 or immediate supervisor.

7.3.1 All leave without pay requests up to four (4) days per year that may be approved at the building level must be submitted at least 48 hours 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. Employee will pay for a substitute after 4 days.
c. Principal or immediate supervisor recommendation accompanies the request.
d. Leave may not be taken before or after a school holiday, during the first and last week of school except in case of emergency.

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

7.6.1 In case of a death in the employee'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 employee's accumulative sick leave, but the third day shall be deducted from the employee's sick leave.

7.6.2 If the employee 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 employee's accumulated sick leave. Eligibility shall be determined using official state highway mileage distance calculations.

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

7.7 VACATION LEAVE: Only twelve month classified employees who are employed half-time (.50 FTE) or greater are eligible for vacation leave.

7.7.1 Eligible employees will accrue vacation at the rate of 10 days per fiscal year and may carry over a maximum of 20 days per year.

7.7.2 Employees working at least half-time, but less than full-time will receive vacation leave on a pro-rated basis.

7.7.3 Vacation leave may be used only to the extent that it has been accrued.

7.7.4 After five years of service, employees will receive one additional day of vacation per year up to a total of 15 days per year. If the employee remains in the district more than twenty years, one additional day will be added during their 20th, 22nd, 24th, 26th & 28th year for a total of 20 days.

7.6 HOLIDAY SCHEDULE FOR 12 MONTH CLASSIFIED

7.6.1 For a listing of the Holiday Schedule for 12-Month classified employees **refer to Policy 7145, Benefits for Classified Employees.**

ARTICLE VIII – UNPAID LEAVE OF ABSENCE

8.1 Upon recommendations from the principal/supervisor and superintendent and subsequent approval of the BOARD, unpaid leaves of absence 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 employee. These leaves shall include, but are 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/supervisor and to the Department of Human Resources 45 calendar days prior to the start date of the requested leave. The request will be acted upon by the BOARD at the next regular BOARD meeting following review and recommendation of both the principal/supervisor and the superintendent.

8.1.2 As a condition of the request, the employee must include a statement in the letter that they are aware and understand that there is no guarantee of returning to the same location. The employee will be placed in the same or a mutually agreed upon equivalent position at the same hourly rate, number of contract days and hours worked prior to the leave.

8.1.3 Upon approval of the request, a letter signifying the terms of the leave will be provided to the employee by the Director of Human Resources or his/her designee.

8.1.4 During the time an employee is on an unpaid leave of absence, a replacement employee may be hired for the term of the leave of absence.

8.1.5 The employee taking the unpaid leave must notify the DISTRICT of his/her intent to return by the date designated in the terms of the leave. The Director of Human Resources shall work with building administrators to determine vacancies for which the employee is qualified. The employee 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.

8.1.6 No (step) credit shall be granted on the salary schedule. The leave year will not count toward the employee's longevity or any other 'years of service'-based accrual.

8.1.7 An employee 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 - PROFESSIONAL AGREEMENT

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

9.2 APPROVAL:

9.2.1 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.

9.2.2 Agreement between the parties shall become effective upon approval by the BOARD and the PCCEA membership.

9.3. PROCEDURES:

9.3.1 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 intent of the CPA 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 CPA will continue to inform practice for the day-to-day operations of the district and classified employees. There is commitment on the part of the CPA negotiations team to complete the document as soon as is feasible.

(c) Any revisions agreed to through the collaborative process would go into effect July 1. Revisions that 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.

9.3.2 The membership of the participating teams from the PCCEA 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.

9.3.3 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.

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

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

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

9.4 IMPASSE:

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

ARTICLE X - MASTER CONTRACT

10.1. SALARIES & RELATED COMPENSATION: Salaries and related compensation shall be covered in the master contract. The master contract shall be an attachment to the Professional Agreement.

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

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

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

10.3. RATIFICATION:

10.3.1 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.

10.3.2 Agreement between the parties shall become effective upon ratification by the BOARD and the PCCEA membership.

ARTICLE XI GRIEVANCE PROCEDURE

11.1. 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 employees 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.

11.2. LEVEL I-INFORMAL PROCEDURES: 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.

11.2.1. 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.

11.2.2. A representative of the PCCEA 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.

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

11.3.1. 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.

11.3.2. 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.

11.4. LEVEL III- FORMAL ACTION: SUPERINTENDENT

11.4.1. 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.

11.5. LEVEL IV- FORMAL ACTION: BOARD

11.5.1. 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.

11.5.2. 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.

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

11.6. LEVEL V -MEDIATION.

11.6.1. 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.

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

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

11.6.4. The BOARD and the PCCEA agree that the mediator's decision shall be advisory only.

11.7. MISCELLANEOUS:

11.7.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.

11.7.2. 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.

11.7.3. 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.

11.7.4. 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.

11.7.5. 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.

11.7.6. 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 11.7.5., confidentiality is waived.

11.7.7. 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 PCCEA and the BOARD when duly executed this 18th day of June, 2010, by the PCCEA and the BOARD.

_____
Veronica Claridge, President
Park City Classified Education Association

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Kim Carson, President
Park City School Board

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

POLICY REFERENCES

Dismissal (Refer to Orderly Termination Policy 7160)
Remediation (Refer to Orderly Termination Policy 7160)
Civic duty – jury duty, witness (Refer to Jury Duty Policy 7055).
Military Leave (Refer to Family Leave Policy 7065)
Vacancies and job posting requirements (Refer to Classified Transfer/Promotions Policy 7155).
Resignations (Refer to Resignations Policy 7110)