



PROFESSIONAL AGREEMENT

*between the*

PARK CITY BOARD OF EDUCATION

*and the*

PARK CITY EDUCATION SUPPORT PROFESSIONALS  
(Classified Employees)

(PARK CITY CLASSIFIED EMPLOYEE ASSOCIATION)  
&  
(EMPLOYEE INVOLVEMENT GROUP)

*of the*

PARK CITY SCHOOL DISTRICT

July 1, 2023-June 30, 2026

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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 Support Professionals Groups (PCCEA is the Park City Classified Employee Association; EIG is the Employee Involvement Group, hereinafter referred to as "Employee Groups").

This agreement shall be effective July 1, 2023 and shall continue in effect until June 30, 2026.

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 Education Support Professionals (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 EMPLOYEE GROUPS with a free and open exchange of views.

## **BOARD OF EDUCATION POWERS AND DUTIES**

Except as otherwise specifically provided in this Agreement, the BOARD retains and reserves unto itself the sole and exclusive right of 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 Education Support Professional 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 Education Support Professionals.
- 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 Education Support Professionals in determining and providing for the educational needs of students. Therefore, the BOARD will provide opportunities for the involvement and participation of Education Support Professional staff members individually and through the EMPLOYEE GROUPS in planning and developing the best possible programs for students and Education Support Professionals.

## **ARTICLE I – RECOGNITION**

- 1.1 Representative: The BOARD recognizes the EMPLOYEE GROUPS as the representatives of Education Support Professionals staff; provided however, that any individual shall have the right to present grievances with or without representation by the EMPLOYEE GROUPS, 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 their rights under the Utah Right to Work Law.
  
- 1.2. Continued Recognition: The BOARD shall continue to recognize the EMPLOYEE GROUPS as the exclusive representatives for the term of this AGREEMENT, or any renewal, provided; however, that if the BOARD has cause to believe that a majority of the members of one or both of the bargaining units have not designated or selected the EMPLOYEE GROUP(S) as their representative, the BOARD may request and shall be furnished by the EMPLOYEE GROUP(S) with proof of such designation or selection by such majority. If the EMPLOYEE GROUP(S) fails to provide such proof, it shall not be recognized as the exclusive representative(s) of the Education Support Professionals employees.

## ARTICLE II – DEFINITIONS

- 2.1 **EMPLOYEE GROUPS:** The term “EMPLOYEE GROUPS” means: The Park City Classified Employee Association (PCCEA), and the Employee Involvement Group (EIG).
- 2.2 **BARGAINING UNIT:** The term “BARGAINING UNIT” shall include all Education Support Professionals 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 **CAREER EMPLOYEE:** The term “CAREER EMPLOYEE” refers to an individual employed by the DISTRICT who has obtained a reasonable expectation of continued employment. This is governed by Utah Code Section 53G-11-503.
- a. An individual becomes a CAREER EMPLOYEE upon working three (3) consecutive school years in at least a half-time position with the DISTRICT.
  - b. A school district may extend the provisional status of an employee up to an additional two consecutive years in accordance with Policy 7160 Orderly Termination, which specifies the circumstances under which an employee’s provisional status may be extended.
  - c. In order to have credit for a school year, the employee must start by October 15<sup>th</sup>. If the employee starts after October 15<sup>th</sup>, they must complete that school year plus three (3) additional years before they become a CAREER EMPLOYEE.
  - D. The status of a CAREER EMPLOYEE may revert to PROVISIONAL EMPLOYEE status if the employee accept a position which is substantially different from the position in which career status was achieved (53G-11-503, 2a). Determination will be made by the director of human resources.
- 2.5 **CONTRACT TERM:** The term “CONTRACT TERM” is the period of time an Education Support Professional employee is engaged by the DISTRICT under a contract of employment.
- 2.6 **DOMESTIC PARTNER:** The term “DOMESTIC PARTNER” means an unrelated individual of the same-sex or opposite sex with respect to when the employee submits an affidavit of domestic partnership as described in Board Policy 7065, Family Leave Policy Section II.
- 2.7 **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.
- 2.8 **EXTENDED FAMILY:** The term “EXTENDED FAMILY” as related to Bereavement leave is intended to mean grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter, and grandson. This definition is to be applied when using Bereavement leave.

- 2.9 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. Education Support Professionals 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.
- 2.10 GRIEVANT: The term "GRIEVANT" refers to a person making the grievance. The PCCEA and/or EIG may be the "aggrieved party".
- 2.11 HOURLY EMPLOYEE: The term "HOURLY 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 EMPLOYEES who are not eligible for career status are considered "At-Will", meaning their contract may be terminated at any time, with or without cause.
- 2.12 IMMEDIATE FAMILY
- a. IMMEDIATE FAMILY AS RELATED TO BEREAVEMENT LEAVE: The term "IMMEDIATE FAMILY shall be defined as father, mother, husband, wife, domestic partner, child, miscarriage or stillbirth of child, sibling or any legal dependent. This definition is to be applied when using Bereavement leave.
  - b. IMMEDIATE FAMILY AS RELATED TO PTO FOR SICK AND SHARED LEAVE: Refer to FMLA definition of "Immediate Family".
- 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 to the Education Support Professionals Interest Based Bargaining/Negotiations Compensation teams and approved by the BOARD.
- 2.14 PART-TIME EMPLOYEE: The term "PART-TIME EMPLOYEE" is an employee who works less than 40 hours per week.
- 2.15 PROVISIONAL EMPLOYEE: The term "PROVISIONAL EMPLOYEE" is any employee other than a career employee or a temporary employee, who is employed by the school district. A provisional employee is hired on an individual, one year contract that may be renewed or not renewed during the initial 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.
- a. The DISTRICT may extend the provisional status of an employee up to an additional year in accordance with Policy 7160 Orderly Termination, which specifies the circumstances under which an employee's provisional status may be extended.
  - b. The status of a CAREER EMPLOYEE may revert to PROVISIONAL EMPLOYEE status if the employee accepts a position which is substantially different from the position in which career status was achieved (53G-11-503, 2a). Determination will be made by the director of human resources.

- 2.16 SHARED LEAVE: The DISTRICT "SHARED LEAVE" serves to provide paid leave for employees to attend to immediate family illness if they have exhausted all other leave options. Refer to Policy 7061, Shared Leave for information and eligibility.
- 2.17 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
- 2.18 SUPERINTENDENT: The term "SUPERINTENDENT" when used in this Professional Agreement, shall refer to the superintendent and/or their designee.
- 2.19 TEMPORARY EMPLOYEE: The term "TEMPORARY EMPLOYEE" is a newly hired education support professional employee who shall have a temporary contract for their first 90 working days with the DISTRICT. During this temporary contract period, the education support professional employee's continued employment is at the discretion of the administration and the employee can be released without cause.
- 2.20 TERMINATION: The term "TERMINATION" refers to the separation of an education support professional 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 of each year. If a conflict arises between Board Policy and the Professional Agreement, the Education Support Professionals (ESP) Professional Agreement (ESPPA) committee will be convened to determine what steps shall be taken to address the conflict as soon as feasible once the issue or potential issue is identified and prior to final Board action.
- 3.2 **LEGAL PROVISION:** All federal and state laws will supersede provisions of this Agreement.
- 3.3 **ALTERATIONS TO 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](http://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 **EDUCATION SUPPORT PROFESSIONALS (ESP) EMPLOYEE’S WORK DAY/WEEK:**  
ESP 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 ESP employees will receive an assignment from 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/designee 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 OF HOURLY/PART-TIME POSITIONS:** Combining hourly positions must be approved by the director of Human Resources.

## **ARTICLE V – SALARY PROCEDURES**

- 5.1 **PLACEMENT ON THE SALARY SCHEDULE:** Applicable work experience shall be evaluated by the Director of Human Resources, or their designee, when placing an individual on the salary schedule. As of July 1, 2023, Education Support Professionals (ESP) new to the DISTRICT shall receive a one step credit for placement on the salary schedule for each successful FTE year in a position of relevant experience for example a new employee's applicable previous full-time work experience is equivalent to 8 years, the employee would be placed on step 9 .
- 5.2 **RECLASSIFICATIONS:** As of July 1, 2023, ESP positions reclassified shall receive a one step credit for placement on the salary schedule for each successful FTE year in a position of relevant experience.
- 5.3 **REQUEST FOR RECONSIDERATION OF POSITION CLASSIFICATION:** If an employee's job duties/responsibilities are modified by their 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 their immediate supervisor to discuss the changes, have the supervisor sign off on the form, and then the director submits 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 ESP (Classified) Employee Management System for a re-evaluation. The results of the reevaluation will be submitted back to the employee within 30 days from receipt of the request. The increase may not be effective until the beginning of the next fiscal year. If 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<sup>th</sup> to accommodate budget planning for the next fiscal year. 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 and the employee is eligible for the negotiated step increase the next year. See 2.15.b regarding possible return to PROVISIONAL STATUS.
- 5.5 **TRANSFERS:** If an employee applies for a transfer and is selected for the position, relevant experience specific to the new position will be considered in step placement and the employee is eligible for the negotiated step increase the next year. See 2.15.b regarding possible return to PROVISIONAL STATUS. In the instance that the new position will be compensated at a lower rate due to the experience of the employee or the placement of the employee's new job on the salary schedule the employee will be placed on the appropriate lane for the new job. If the employee has no job related experience, .5 credit for each FTE year completed as a PCSD employee will be used for salary placement.
- 5.6 **PAY/JOB INFORMATION:** A pay schedule, job description, and copy of the Professional Agreement will be provided to each employee, upon request, by the Department of Human

Resources after the Board approved hiring. Access to this information is also available on the district website.

- 5.7 **PAY SCHEDULES:** Positions that are 20 or more hours per week (>0.5FTE) will be paid in 12 equal installments; positions that are less than 20 hours per week (<0.5FTE) 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 they may be paid both ways. The schedule of when automatic deposits will take place is posted on the district website ([www.pcschools.us](http://www.pcschools.us)).
- 5.8 **STEP INCREASE:** When steps are funded as a part of negotiations employees regardless of FTE, with the exception of temporary employees hired within the last 90 working days, will receive a step increase.
- 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 or more hours 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:
- a. Dues to the PCCEA.
  - b. Premiums for BOARD approved health and welfare benefits.
  - c. Tax sheltered annuities.
  - d. Automatic savings.
  - e. Flexible spending.
  - f. 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 District Insurance Committee: The District Insurance Committee is chaired by the business administrator and includes representatives from Educational Support Professions (classified employees) consisting of EMPLOYEE GROUPS leadership and/or designee(s), in accordance the insurance committee bylaws.
- 6.1.1 The insurance committee shall engage in a collaborative process to discuss, and recommend options on issues related to insurance to the DISTRICT, and to negotiation teams.
  - 6.1.2 Insurance committee duties may include but not be limited to: consulting with negotiations teams, assessing self-funding utilization rates and impact, developing wellness incentives, and those responsibilities contained in the insurance committee bylaws.
  - 6.1.3 The insurance benefits plan and eligibility shall be included in this document as an attachment. These attachments will be updated with any adopted changes.
  - 6.1.4 In the event that licensed negotiations have not been completed and a deadline(s) for making insurance decisions cannot be delayed, two options may be considered:
    - a. The previous negotiated insurance options and rates will continue, or
    - b. The BOARD may take action restricted to recommendations from the insurance committee.

## ARTICLE VII – WORK ABSENCES

- 7.1 Paid Time Off (PTO) and bereavement leave shall be granted to all employees working at least 20 hours per week and prorated according to the percent of full-time equivalency (FTE). PTO may be used for illness, accident, or recuperation from the same for the employee or a member of their immediate family. PTO cannot be combined with Leave Without Pay.
- 7.1.1 Staff members shall be allowed PTO at the rate of 11 days per year cumulative to a maximum of 180 days. Twelve-month employees shall be allowed 14 days per year cumulative to a maximum of 180 days.
  - 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 PTO leave.
  - 7.1.3 PTO 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 5 consecutive days of work because of illness or accident, in order to be in compliance with the Family Medical Leave Policy, the DISTRICT will request a statement from the health care provider verifying the medical health condition that caused the employee's absence. Information from the health care provider must include a return to work date and/or a release to return to work.
  - 7.1.5 SICK LEAVE BANK is a short-term disability policy. Employees must enroll to be eligible. Refer to Policy 7060, SICK LEAVE BANK for information and eligibility.
  - 7.1.6 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 Paid Time Off (PTO) may be used for personal leave for business/personal matters which cannot be scheduled outside the work day. PTO cannot be combined with Leave Without Pay.
- 7.2.1 Employees may take no more than 4 consecutive PTO leave days per year with pay for personal reasons.
  - 7.2.2 As professionals, PTO leave should not be taken the day before or after a school holiday or during the first and last five (5) days of school except in the case of emergencies or with supervisor approval, before the absence, under exceptional circumstances. As with all leave, administrators/supervisors have the right to not approve if it is going to jeopardize the safety and/or learning, and/or business requirements of the school, program, and/or department.
  - 7.2.3 PTO leave may be used by employees who wish to observe religious holidays.

- 7.3 LEAVE WITHOUT PAY: Approval of leave without pay for up to a total of 4 days per year may be approved by the principal or immediate supervisor and may not be combined with any other paid leave.
- 7.3.1 All leave without pay requests, up to 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 4 consecutive contract days must be submitted at least 30 calendar days ahead of time, except in case of emergency or exceptional circumstance 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. Principal or immediate supervisor recommendation accompanies the request.
    - c. Leave may not be taken before or after a school holiday during the first and last week's five (5) days of school except in case of emergency or with the approval of Human Resources under exceptional circumstances.
- 7.4 BEREAVEMENT LEAVE: In case of a death in the employee's immediate family, full salary shall be allowed for 5 consecutive days. The first 2 days of leave that an employee may take shall be granted without deduction from the employee's accumulated PTO leave. The third through fifth day shall be deducted from the employee's PTO leave. Up to 5 additional days may be requested if PTO leave is available by contacting the Director of Human Resources. A request for additional days, beyond the 5 approved by the HR director and/or other exceptions to bereavement leave will be considered by a committee made up of a licensed employee, an ESP employee, the Business Administrator, and the Director of Human Resources.
- 7.4.1 In case of a death in the employee's extended family, full salary shall be allowed for up to three 3 consecutive days. The first 2 of these leave days shall not be deducted from the employee's accumulated PTO leave, but the third day shall be deducted from the employee's PTO leave, if available. Up to 3 additional days may be requested if PTO-leave is available by contacting the Director of Human Resources. A request for additional days beyond the 3 approved by the HR Director and/or other exceptions to bereavement leave will be considered by a committee made up of a licensed employee, an ESP employee, the Business Administrator and the Director of Human Resources.
  - 7.4.2 If the employee must travel in excess of 500 miles from their permanent residence to attend the funeral services, up to 2 additional leave days may be taken. Such additional days shall be deducted from the employee's accumulated PTO leave. Eligibility shall be determined using official state highway mileage distance calculations.

7.4.3 Funeral attendance for individuals not covered under immediate and extended family in section 2.8 and 2.12 must be approved by the principal or immediate supervisor. If the employee's absence involves more than 3 hours, such leave would be deducted from the employee's accumulated PTO leave.

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

7.5.1 Eligible employees will accrue vacation at the rate outlined in Board Policy 7075 - "Twelve-Month Staff Holidays and Vacations".

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

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

7.6 HOLIDAY SCHEDULE FOR TWELVE-MONTH EDUCATION SUPPORT PROFESSIONALS

7.6.1 For a listing of the Holiday Schedule for twelve month ESP employees refer to Board Policy 7075, Twelve-Month Staff Holiday and Vacations.



## ARTICLE VIII – UNPAID LEAVE OF ABSENCE

- 8.1 PROCEDURES FOR UNPAID LEAVE: Upon recommendations from the principal/supervisor and superintendent and subsequent approval of the BOARD, unpaid leaves of absence may be granted up to 1 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 leaves of absence.
- 8.1.1 Written requests for an unpaid leave of absence must be submitted to the principal/supervisor and to the superintendent 45 calendar days prior to the start date of the requested leave. A request that is approved by the principal/supervisor and the superintendent will be forwarded and 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 their 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 of absence must notify the DISTRICT of their 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 their 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 4 year intervals.
  - 8.1.8 This leave shall not be granted in successive years except for personal illness or injury.
- 8.2 SHORT TERM LEAVES: Unpaid leaves of absence on a short-term basis for academic and/or educational program completion will be considered on a case-by-case basis by the superintendent and/or designee(s). For example—time off for student teaching, practicum, internship, etc.



## ARTICLE IX – JOB SHARING

- 9.1 Job sharing is a voluntary program that shall allow two (2) ~~classified~~ **ESP** employees to share one (1) position with the recommendation of the administrator and the approval of the Director of Human Resources. Job sharing under certain circumstances may provide a positive alternative in the school-staffing pattern.
- 9.1.1 A job share position may be granted for a maximum of 1 year. If the shared position is not going to continue beyond the current contract year, the DISTRICT shall provide a minimum of 60 calendar days written notice period to the end of the current contract year of both employees. If the employees would like to request to continue in the job share, the employees request for the job share to continue must occur 90 calendar days prior to the contract year. The program administrator/supervisor, if approving the request, shall forward the request to the Director of Human Resources.
- 9.1.2 Notification rules do not apply under a Reduction in Force (RIF). In the event that a job share position is discontinued for the upcoming year, the DISTRICT will attempt to place the employee(s) into another position for which they are qualified, but there will be no guarantee of a full time or a different job-sharing position.
- 9.1.3 The schedule for employees in a job share shall be established by the program administrator/supervisor and approved by the Director of Human Resources. It shall not be deemed appropriate to adopt schedules that anticipate long absence of job share employees; i.e. extended vacation, or additional PTO days. Whenever a sharing employee is absent from their work as per the pre-arranged schedule, a record of their absence shall be indicated by the employee on their individual payroll sheets, maintained by their office and reported to the payroll office. All absences shall be recorded using the DISTRICT payroll form.
- 9.1.4 Only 2 employees may share one full time position. Each of the employees should have had 1 or more years of successful work experience in the DISTRICT.
- 9.1.5 Upon 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. At a point that one of the participants is unable to continue, the supervisor shall have the ability to decide to continue with the position going forward as a job share or not.
- 9.1.6 Subject to the approval of the program administrator/supervisor, employees in a job-sharing position may substitute for each other at substitute wages or job share partners may exchange days up to 5 days each per school year. Other than for an extended illness, no more than 2 consecutive days may be exchanged. A record of the days exchanged will be maintained by the building principal. In the event that one job share partner resigns, the other employee will

assume the full job responsibility until a replacement can be hired. Such educators shall receive the full-time contract rate during the interim.

## ARTICLE IX – PROFESSIONAL AGREEMENT

### 10.1 APPROVAL:

- 10.1.1 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.
- 10.1.2 Agreement between the parties shall become effective upon approval by the BOARD and the EMPLOYEE GROUPS' Membership.

### 10.2 PROCEDURES:

- 10.2.1 The Professional Agreement includes terms and conditions of employment not addressed in the master contract.
  - a. Each year of the agreement runs from July 1 to June 30.
  - b. The intent of the Education Support Professionals 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 ESPPA will continue to inform practice for the day-to-day operations of the district and ESP employees. There is commitment on the part of the ESP 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.
- 10.2.2 The membership of the participating teams from the EMPLOYEE GROUPS 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 process unless agreed to by both groups.
- 10.2.3 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.
- 10.2.4 A trained facilitator agreed to by both teams may be used to expedite the work of the teams.
- 10.2.5 A summary report of the work of the teams shall be released periodically as approved by the two teams.

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

10.3 IMPASSE:

10.3.1 53E-6-801 and 802 Dispute Resolutions for Contract Negotiations.

## **ARTICLE XI – MASTER CONTRACT**

- 11.1 **SALARIES AND RELATED COMPENSATION:** Salaries and related compensation shall be covered in the master contract. The master contract shall be an attachment to the Professional Agreement.
  
- 11.2 **MASTER CONTRACT SETTLEMENT PROCESS:** The process to determine the master contract will be as follows:
  - 11.2.1 The master contract team will begin meeting no later than April 1 in the year that the master contract expires.
  
  - 11.2.2 The master contract team will make every effort to complete its deliberations by June 1.
  
- 11.3 **RATIFICATION:**
  - 11.3.1 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.
  
  - 11.3.2 Agreement between the parties shall become effective upon ratification by the BOARD and the EMPLOYEE GROUPS membership.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

- 12.1 **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.
- 12.2 **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.
- 12.2.1 **Informal Resolution:** The grievant shall initially discuss the grievance with the administrator or person with whom they have the grievance, with the objective of resolving the matter in an informal manner.
- 12.2.2 A representative of the EMPLOYEE GROUPS shall be given the opportunity to be present at any meeting under this article, except the informal resolution level, unless specially requested by the grievant. The aggrieved party may have equal representation.
- 12.3 **LEVEL II-FORMAL ACTION:** If the grievance cannot be solved informally:
- 12.3.1 If the grievant is not satisfied with the disposition of their grievance at the Informal level, they may file the grievance in writing with their 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.
- 12.3.2 The aggrieved shall accept or reject the decision rendered within 5 working days. If rejected, the grievance is referred and must be appealed in writing to the superintendent within 5 working days. Otherwise, if not referred or appealed, the decision stands.
- 12.4 **LEVEL III-FORMAL ACTION: SUPERINTENDENT**
- 12.4.1 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.
- 12.5 **LEVEL IV-FORMAL ACTION: BOARD**



- 12.5.1 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 5 working days after Level III written decision has been received.
- 12.5.2 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.
- 12.5.3 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.

## 12.6 LEVEL V-MEDIATION

- 12.6.1 If the grievance is not resolved at Level IV, or if no disposition is received within the time limits and both parties agree, the grievant may appeal the grievance to mediation within 30 working days of receipt of the Level IV disposition or expiration of the time limit.
- 12.6.2 The grievance shall be appealed to the Federal Mediation and Conciliatory Services.
- 12.6.3 Each party shall be responsible for its own costs of preparing for mediation. The parties shall share equally the costs of the mediator.
- 12.6.4 The BOARD and the EMPLOYEE GROUPS agree that the mediator's decision shall be advisory only.

## 12.7 MISCELLANEOUS:

- 12.7.1 Representation: Any party in interest may be represented and/or accompanied at all formal levels of the grievance procedure by the ASSOCIATION EMPLOYEE GROUPS or other appropriate person of their own choosing.
- 12.7.2 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 agreements of the parties hereto.
- 12.7.3 Non-Reprisal: No reprisals of any kind shall be taken by either party or by any member of the Administration or the ASSOCIATION EMPLOYEE GROUPS against any interested party, any school representative, or any other participant in the grievance procedure by reasons of such participation.

- 12.7.4 **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.
- 12.7.5 **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.
- 12.7.6 **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.
- 12.7.7 **Bypass:** Any step may be bypassed by mutual agreement of the superintendent and the EMPLOYEE GROUPS. If the superintendent and the EMPLOYEE GROUPS agree, any steps may be bypassed.

**ARTICLE XIII – COMMITMENT TO ONGOING IBB CONVERSATIONS**

**13.1 COMMITMENT TO ONGOING IBB CONVERSATIONS:**

- 13.1.1 PCCEA/EIG, District administration, and board of education agree to continue interest based bargaining, policy, and/or procedure conversations during the agreement period, regarding the interests listed below that need further study and exploration. The parties will develop agreed upon timelines as appropriate for the topic.
- a. Stipend for competency speaking a second language for positions that benefit from the employee speaking that language.
  - b. Internal communication to personnel in transportation, after school programs, and extracurricular activities to support students during activities outside of the classroom.
  - c. Removal of employee discipline action from the personnel file after a period of time of no related incidences.
  - d. Salary schedule for hourly, non contracted employees (i.e. lifeguards, substitute bus drivers)
  - e. Longevity step application due to honoring previous years of experience for initial salary placement for new PCSD employees.
  - f. Additional items To Be Determined by joint affirmation.


**SIGNATURES**

In witness whereof, this Professional Agreement and all provisions therein are contractually and legally binding on the Education Support Professionals (PCCEA/EIG) and the BOARD when duly executed this 30th day of May, 2023 by the EMPLOYEE GROUPS and the BOARD.

  
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Gina Cox, PCCEA Chair

  
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Andrew Caplan, Board President

  
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Cynthia Hair, EIG Chair

  
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Wendy Crossland, Board Vice President