

# **MASTER AGREEMENT**

**Between the**

***Butler Technology and  
Career Development Schools  
Board of Education***

**and the**

***Butler Education Association***

**July 1, 2019 – June 30, 2022**

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(TO BE UPDATED WHEN FINAL AGREEMENT IS CREATED)

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## **ARTICLE I – RECOGNITION**

### **1.1 Recognition of the Association**

The Butler Technology and Career Development Schools Board of Education, hereinafter referred to as the “Board,” hereby recognizes the Butler Education Association OEA/NEA, hereinafter referred to as the “Association,” as the exclusive collective bargaining representative for all employees of the Butler Technology and Career Development Schools, except those expressly excluded hereafter. Excluded from the bargaining unit are all employees identified as administrators by virtue of their responsibility to evaluate and make employment recommendations for the hiring and firing of employees under their supervision; all employees who work in the Educational Resource Center; all employees who have access to sensitive, confidential information and who report to the Superintendent/Chief Executive Officer, the Chief Financial Officer, Chief Operations Officers, Executive Directors, and Directors; data processing consortium employees; all adult education staff; all casual substitutes (employees not employed in the same position for sixty (60) consecutive days); and all seasonal and casual employees. Adult Education employees in these positions as of July 1, 2019 may remain in the collective bargaining unit as members of the Association. Should these Adult Education employees choose to no longer remain in the Association, the employee may not then reenroll as a member of the Association. Adult Education employees hired after July 1, 2019 shall not be eligible to be in the bargaining unit or enroll as a member of the Association.

### **1.2 Recognition of the Board**

- 1.2.1 The Association recognizes that the Board has the sole responsibility for the management and control of the Butler Technology and Career Development Schools and that the Board is specifically vested by law with the authority and responsibility of making the rules and regulations by which the School District will be governed. The Association agrees that, unless such authority is specifically limited by a specific provision of this Agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board possesses under Ohio law.
- 1.2.2 The parties agree, notwithstanding any provision of Ohio Revised Code (ORC) 4117.08, that the Board may exercise any right or authority retained by it, which is not specifically limited by the terms of this Agreement, without bargaining with the Association with respect to the exercise of such right or authority, except that the Board shall bargain with respect to the effect of such exercise of authority may have on wages and working conditions.

## ARTICLE II – DEFINITIONS

### 2.1 Classification

For purposes of this Agreement, the following shall be the classifications of support service employees:

- 2.1.1 Custodian
- 2.1.2 Distribution
- 2.1.3 Educational Assistant
- 2.1.4 Maintenance
- 2.1.5 Secretarial

### 2.2 Days

Unless specified elsewhere in this Agreement, days shall mean Monday through Friday, excluding holidays defined by this Agreement.

### 2.3 Employees

#### 2.3.1 Casual Employees

An employee who would perform a temporary/occasional job/task that is not needed on a regular basis. The hiring of casual employees shall not be used to replace or displace a bargaining unit member.

#### 2.3.2 Certificated/Licensed Support Employees

Any person in a position for which a teaching certificate/license is required but who is not responsible for students in a classroom or lab setting.

#### 2.3.3 Employee or Member

Any person in the bargaining unit as defined in Section 1.1 of this Agreement.

#### 2.3.4 Part-Time Employee

An employee in an assignment whose workweek averages less than 30 hours per week during the week in which they work.

#### 2.3.5 Support Service Employee

Any person in the bargaining unit in a position not requiring a teaching certificate/license.

#### 2.3.6 Teacher

Any person in a position for which a teaching certificate/license is required and who is responsible for students in a classroom or lab setting.

## 2.4 Seniority

### 2.4.1 Accrual of Service Credit

Employees shall accrue one year of seniority if the employee has been employed for 120 or more school days.

### 2.4.2 Calculation of Seniority

#### A. Certificated/Licensed Staff

District seniority for certificated/licensed staff shall be defined as the uninterrupted length of continuous service with the Board computed from the first date of employment as reflected in the Board minutes. In the case of identical seniority, the date that the recommendation for employment was signed and dated shall be used in determining order of seniority. Members employed prior to July 1, 2004 shall retain the accrued seniority they had on June 30, 2004. If a tie remains, said members shall participate in a drawing to establish their seniority ranking. Seniority shall be lost and employment terminated when an employee resigns, retires, or is discharged.

#### B. Support Service Staff

District seniority for support service staff shall be defined as the uninterrupted length of continuous service with the Board computed from the first date of employment as reflected in the Board minutes. Seniority by classification is the employee's continuous service within a classification(s) measured from the date of entry into a classification(s). In the case of identical seniority the date that the recommendation for employment was signed and dated shall be used in determining order of seniority. Members employed prior to July 1, 2004 shall retain the accrued seniority they had on June 30, 2004. If a tie remains, said members shall participate in a drawing to establish their seniority ranking. Seniority shall be lost and employment terminated when an employee resigns, retires, or is discharged.

### 2.4.3 Relation of Authorized Leaves of Absence to Seniority

Authorized leaves of absence do not constitute an interruption in continuous service, but an employee shall not accrue seniority or credit on the salary schedule for any part-time or full-time employment as it relates to years of experience while on a leave of absence. In the case of identical seniority, the date that the recommendation for employment was signed and dated shall be used in determining order of seniority. Members employed prior to July 1, 2004 shall retain the accrued seniority they had on June 30, 2004. If a tie remains, said members shall participate in a drawing to establish their seniority ranking. Seniority shall be lost and employment terminated when an employee resigns, retires, or is discharged.

### 2.4.4 Seniority Lists

Seniority lists, including the Super Seniority list, shall be provided to the Association by October 1 of each year. Corrections and/or additions and deletions shall be made by January 1 of the following calendar year. The seniority list for certificated/licensed staff shall include all certifications/licenses held by the member.

#### 2.4.5 Super Seniority and Other Seniority Provisions

- A. An employee who held a position at an associate school site upon receivership of this District may not be bumped from that position by an employee laid off from another site. This provision shall not apply to anyone employed or transferred to said assignment following the initial receivership. Additionally, members entering receivership on or after July 1, 2007, shall be subject to the following term. If an employee desires to bump into another Butler Tech position, his / her bumping right shall be based upon his / her accrued seniority at Butler Tech beginning with the date of receivership.
- B. “Super Seniority” provides staff members who have become employees of the district through receiverships to remain in their positions and/or buildings without threat of being “bumped” by someone else employed in the district with the same certification/licensure, qualifications or greater years of seniority. The specific date of receivership of each satellite program are the dates used to determine “Super Seniority” status and shall be printed and made available as is the seniority list annually in a chart containing school district, position, instructor name, and receivership date. Only staff members who were employees at D. Russel Lee Career Center prior to the initial satellite program receivership which was with Ross Local Schools on April 20, 1988 maintain “Super Seniority” status.
- C. For all other purposes where seniority is a factor, members whose units have been acquired by the Butler Technology and Career Development Schools on or prior to June 30, 2007, shall retain all seniority which was acquired in their previous school district.

## **ARTICLE III – NEGOTIATIONS**

### **3.1 Issues of Bargaining**

For the purposes of this Agreement, issues of bargaining shall be recognized as being salaries, hours, fringe benefits, and terms and conditions of employment, and the continuation, modification, or deletion of this Agreement.

### **3.2 Notification to Bargain**

Negotiations shall be initiated at least sixty (60) days but no more than one hundred-twenty (120) days, prior to the expiration of this Agreement by the President of the Association to the Chief Financial Officer (CFO) or by the Chief Executive Officer (Superintendent/CEO) to the President of the Association.

3.2.1 The initiating party shall include the following:

- A. Date of the request;
- B. Person to contact in order to establish meeting dates.

3.2.2 The receiving party shall respond within ten (10) days and include the following:

- A. Date of the response;
- B. Acknowledgment of receipt of negotiations request;
- C. Person to contact.

### **3.3 Negotiations Meetings**

3.3.1 The parties shall meet at a time and place established under Section 3.2 of this Article for the first negotiation meeting. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meeting.

3.3.2 Specific proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiation shall present and explain its specific proposals first. The other party will then present and explain its proposals.

3.3.3 All bargaining sessions shall be in executive session. Only members of the bargaining teams, consultants (as provided for in this procedure), and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

### **3.4 Dispute Resolution Procedure**

3.4.1 The parties will use mediation under the auspices of the Federal Mediation and Conciliation Services for the resolution of any dispute which may arise in any bargaining under this Agreement. The parties shall meet with a mediator for four (4) mediation sessions in an attempt to resolve the open issues between the parties.

3.4.2 If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal

Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

- 3.4.3 The mediation period shall be forty-five (45) calendar days from the first meeting with the mediator. After the forty-five (45) day period has expired and if an agreement has not been reached, then the Impasse Procedures of this Contract shall be deemed to have been completed and an impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses.

### 3.5 In-Term Bargaining

Any bargaining which takes place during the term of this Agreement, either through mutually agreed upon reopener or as may be required by law, shall be in conformance with procedures set forth in this Article.

### 3.6 Severability

- 3.6.1 If any provisions of this Agreement shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of this Agreement.
- 3.6.2 Any Section of this Agreement found to be invalid, pursuant to Section 3.6.1 above, shall be renegotiated. Negotiations on such Section only shall commence within fifteen (15) days of the request to bargain. Negotiations shall be in conformance to the procedures set forth above.

### 3.7 Entire Agreement

- 3.7.1 The parties agree that this Agreement represents the entire and complete agreement between them and supersedes any and all prior oral or written agreements or understandings between the Board, its staff members covered by this Agreement and the Association.
- 3.7.2 All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this Agreement or which deal with subjects covered by this Agreement are superseded by this Agreement.
- 3.7.3 If any provision of this contract shall be found to be illegal by a court of law, then that provision shall be deemed invalid. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.
- 3.7.4 Consistent with the authority provided in the Ohio Revised Code, Chapter 4117, this Agreement shall supersede and replace in its entirety any and all provisions of Ohio law which are in conflict or inconsistent with any provision of this Agreement.

### 3.8 Printing of Agreement

The Board will make the Agreement available online.



## **ARTICLE IV – GRIEVANCE PROCEDURE**

### **4.1 Purpose**

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, the resolution of any dispute over the terms of this Agreement. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure. The parties further agree that this procedure shall be available to all employees covered by this Agreement, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

### **4.2 Definitions**

#### **4.2.1 Day**

As used in this Article, “scheduled work day” shall be as defined in Section 2.2 of this Agreement.

#### **4.2.2 Grievance**

For purposes of this Article, a grievance is any complaint or dispute involving the interpretation, application or alleged violation of this Agreement.

#### **4.2.3 Grievant**

A grievance may be filed by any Butler Tech employee or employees, regardless of location including, but not limited to, Associate School sites, affected by the action being grieved, except that the Association may file a grievance which involves two or more members or a right granted the Association by this Agreement.

### **4.3 Grievance Procedure**

#### **4.3.1 Step One**

A grievance within the meaning of this Article shall be presented directly to the employee’s immediate supervisor or other appropriate administrator within twenty (20) days of the occurrence of the event giving rise to the grievance. The grievance shall be submitted in writing on the agreed upon grievance form 3130 F1 (Appendix L) and the grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision(s) of this Agreement allegedly violated, misinterpreted or misapplied. The supervisor shall meet with the grievant to discuss the grievance (the grievant may be accompanied by a representative of his/her choice) within seven (7) days of the filing of the grievance. The supervisor shall respond to the grievance in writing within seven (7) days after the meeting to discuss said grievance.

#### **4.3.2 Step Two**

If the grievance is not satisfactorily adjusted at Step One, the grievant may submit the grievance in writing to the appropriate administrator within seven (7) days of the receipt of the Step One response. Within seven (7) days after the receipt of the grievance at Step Two, the administrator or designee will hold a hearing with the grievant and an Association

representative to discuss an attempt to resolve the grievance, unless the parties mutually agree otherwise. The grievant shall be notified in writing of the decision at Step Two within seven (7) days after the hearing.

#### 4.3.3 Step Three

In the event that the grievance is not satisfactorily adjusted at Step Two, the grievant may appeal the grievance to the Superintendent/CEO by submitting the grievance to the Superintendent/CEO within seven (7) days of the receipt of the Step Two response. Within seven (7) days after the receipt of the grievance, the Superintendent/CEO or designee will hold a hearing with the grievant, an Association representative, and such other persons as may be deemed appropriate to discuss and attempt to resolve the grievance, unless mutually agreed otherwise. The grievant shall be notified in writing of the decision at Step Three within seven (7) days after the hearing.

#### 4.3.4 Step Four

- A. If the grievance has not been satisfactorily resolved at Step Three, the Association may, within seven (7) days of the Step Three decision, demand arbitration of the grievance by filing a letter of intent to arbitrate with the CFO of the Board.
- B. In the event a grievance is submitted to arbitration, the Association shall request from the American Arbitration Association (“AAA”) a list of 9 arbitrators with offices located within 150 miles from the Employer’s central office, which is located at 3603 Hamilton-Middletown Road, Fairfield Township, Ohio 45011. Each party shall strike those names unacceptable to them, rank order the names that are acceptable, and return the list to AAA. The highest ranked arbitrator appearing on both parties’ lists shall be designated as the assigned arbitrator. If no arbitrator is selected from the first list supplied by AAA, AAA shall provide a second list of 9 arbitrators with offices located within 150 miles from the Employer’s central office. From this second list, the parties shall alternatively strike the names of the arbitrators until only one name remains. The first pick shall be determined by the toss of a coin.
- C. The cost for the services of the arbitrator shall be the responsibility of the losing party.
- D. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement.
- E. The opinion and award of the arbitrator shall be binding on all parties.
- F. The arbitrator shall issue his/her decision within thirty (30) days from the date the case is submitted to the arbitrator.

#### 4.3.5 At any step in the grievance process, both parties may mutually agree to advance the grievance to arbitration.

#### 4.4 General Provisions

##### 4.4.1 Rights of Association in Processing of Grievances

No grievance hearing or adjustment of a grievance shall take place without the knowledge of the Association. The Association shall be entitled to attend any grievance hearing. The President of the Association shall receive a copy of the written decision rendered at each step of the grievance procedure.

##### 4.4.2 Scheduling of Grievance Hearings

All grievance hearings provided for in this procedure shall be held at a mutually agreed to time which will afford a fair and reasonable opportunity for the grievant and representative to attend. Whenever possible, grievance hearings shall be held during non-working hours. When a grievance hearing is held during working hours, at the request of management, the grievant and grievant's representative required to attend will be paid their normal rate of pay for the time spent at the hearing. When an arbitration is held during working hours, the grievant, President of the Association, and subpoenaed witnesses in the arbitration, shall be paid their normal rate of pay for their absence from work.

##### 4.4.3 Time Limit Extension

The time limits for filing and processing a grievance may be extended upon mutual consent of the parties.

##### 4.4.4 Timeliness

The failure to timely file a grievance, or to appeal a grievance to the next step of the grievance procedure, shall render the grievance null and void and no longer subject to this grievance procedure.

##### 4.4.5 Arbitrator's Fee

The losing party shall pay the total expenses of the arbitrator.

## ARTICLE V – ASSOCIATION ORGANIZATIONAL RIGHTS

### 5.1 Access to Board Meeting Materials

The Board shall make available electronic or paper versions of the Board agenda and non-confidential Board packet of materials prior to the Board meeting, and all Board minutes (as soon as they are available), to the Association President or his/her designee.

### 5.2 Access to Board Policies

The Board shall provide current Board policies online on the District's website.

### 5.3 Access to Board's Public Records

Public records regularly maintained by the Board will be provided to the Association upon request at no cost. However, the Board shall prepare and provide a training and experience grid.

### 5.4 Access to Members

The President of the Association or his/her designee and the UniServ consultant shall be allowed to visit school facilities for the purpose of meeting with employees covered by this Agreement, provided that the appropriate administrator is notified in advance of the meeting, and provided that such visits do not interfere with the normal work duties of the President, his/her designee or the staff member(s) involved.

### 5.5 Access to New Member Information

When a new member of the bargaining unit is employed, the Superintendent/CEO's office or designee will supply the Association President with the name, address, telephone number (unless unlisted), position and site location of the new employee. This includes the same information to the Association President for any substitute employed in the same position for sixty (60) days. The Association will provide a list of union representatives to the administration no later than October 1 of each year.

### 5.6 Dues Deduction

5.6.1 When authorized in writing by the employee, the Board's CFO will deduct, from the employees' paycheck, Association dues and assessments. Said deductions shall be made in equal installments in each pay period from the second pay in October until the last pay in June. Exceptions to this time schedule must be approved by both the Association Treasurer and Board CFO. Said deductions shall continue until the Board's CFO receives (1) written notice from the employee to discontinue the deductions, and (2) proof that the employee has notified the Association Treasurer of the request to discontinue dues deductions. The dues and assessments deducted will be promptly transmitted to the Association's Treasurer.

5.6.2 Those members who join after October 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they join the Association.

### 5.7 Fair Share Fee

**This section is null and void as a matter of law based on the United States Supreme Court decision in *JANUS V. AFSCME*, COUNCIL 31, 585 (2018) and will not be implemented, but is preserved and shall be utilized should the law change in future years.**

#### 5.7.1 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of all employees in the bargaining unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

#### 5.7.2 Commencement of Fair Share Fee

Payroll deduction for fee payers will commence on the second payroll of January.

#### 5.7.3 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the CFO of the Board on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

#### 5.7.4 Schedule of Fair Share Fee Deductions

##### A. For Fair Share Fee Payers

Payroll deduction of such Fair Share Fees shall begin at the second payroll period in January except that no Fair Share Fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.

##### B. Upon Termination of Membership During the Membership Year

The CFO of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

#### 5.7.5 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

#### 5.7.6 Procedure For Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC 4117.09 and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

#### 5.7.7 Entitlement To Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

#### 5.7.8 Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in action;
- D. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

#### 5.7.9 Objection to Payment of Dues Based on Religious Grounds

Nothing in this Section of the Agreement shall inhibit or interfere with the rights of any employees objecting to the payment of Association dues or Fair Share Fees based on religious grounds. The rights of such members shall be resolved under the provisions of ORC 4117.09 (C), allowing for the contribution of an equivalent amount to a charitable organization.

#### 5.8 Right to Represent Member

The Association shall have the right to represent any member at any employment related matter which is, or has the potential, to lead to discipline or job security, except that normal evaluation conferences shall be excluded.

#### 5.9 Use of Bulletin Boards

The Association shall have the right to display organizational materials on bulletin boards in each staff lounge.

#### 5.10 Use of Mail System

The Association shall have the right to insert organizational materials in the member's mailboxes and a copy of the materials will be given to the appropriate administrator at the time of distribution to members.

#### 5.11 Use of Public Address System

With the prior approval of the appropriate administrator, the Association may make Association related announcements over the school's public address system prior to or at the end of the secondary school day and at faculty meetings.

#### 5.12 Use of School Facilities

Upon request and with the prior approval of the appropriate administrator, the Association may use school facilities for appropriate activities of the Association provided no other school related activities are scheduled for the area and time requested, and provided further that the building is used during the work hours of the custodial staff.

## ARTICLE VI – ASSOCIATION – ADMINISTRATION JOINT COMMITTEES

### 6.1 Labor-Management Committee (LMC)

- 6.1.1 A committee shall be established that will consist of the Superintendent/CEO and five (5) administrators selected by the Superintendent/CEO, the Association President and five (5) Association representatives appointed by the Association President. Additional individuals may be invited by either party if agenda items warrant. They shall meet at least once a month at a mutually convenient time to discuss matters of mutual concern. The Superintendent/CEO and the Association President may mutually agree to cancel a meeting. The meeting shall not be a forum to discuss grievance(s) or negotiations, although problems which may lead to grievance(s) may be discussed.
- 6.1.2 Members who wish to have items added to the agenda will bring the topic and details to a representative of the LMC. When appropriate, the member who has requested the addition of an item may be asked to attend the LMC meeting to present his/her opinions.
- 6.1.3 Minutes of the LMC meeting will be prepared and posted by the Association electronically within ten (10) days after each meeting, noting attendance status of assigned members from both sides.
- 6.1.4 When the Board decides to implement new initiatives or technology, the Board will provide opportunities for employees to receive training. The Board will confer with the Association through the LMC about the implementation of such new initiatives and/or technology.

### 6.2 Local Professional Development Committee (LPDC)

#### 6.2.1 Purpose and Authority

The purpose of the LPDC is limited to the review and approval of the individual professional development plans and professional development activities for re-certification and licensure as specified by ORC 3319.11 and Ohio Administrative Code (OAC) 3301.24.

#### 6.2.2 Selection of Committee Members

The LPDC shall be comprised of seven (7) members as follows:

- A. Four (4) teachers appointed by the President of the Association under the operating rules of the Association;
- B. Three (3) administrators appointed by the Superintendent/CEO;
- C. When an administrator's certificate or license is up for discussion, the Superintendent/CEO will appoint an additional administrator to sit on the LPDC for that specific employee and one (1) teacher will abstain from voting on the administrator's certificate or license.

#### 6.2.3 Term

- A. The term for members of the LPDC shall be determined by the LPDC.
- B. Vacancies which occur during the term of office shall be filled by the parties using its own internal procedures and shall be for the remainder of the term of the office of the



member leaving the committee (but they may be appointed for a subsequent term).

6.2.4 Procedures

The LPDC shall formulate the procedures for its operation consistent with the guidelines set forth by the State Department of Education and Ohio law.

6.2.5 LPDC Appeals Procedures

- A. The LPDC shall determine its own appeals procedure.
- B. The LPDC appeals procedure is not subject to the grievance procedure outlined in this Agreement.

6.2.6 Compensation

Members shall be compensated at the rate of \$26.00 an hour for all meetings of the LPDC attended outside of the regular workday to a maximum of \$700.00 per person.

6.3 Staff Participation on District Committees

District Committees shall be open to all staff. All staff are urged to participate to develop recommendations which will be presented to the total staff for input. Those areas of the recommendations which affect wages, hours and working conditions, will be addressed by the Administration and the Association through negotiation.

## ARTICLE VII – EMPLOYEE RIGHTS AND PROCEDURES

### 7.1 Assignments, Vacancies, and Transfers

#### 7.1.1 Assignments/Reassignments of Certificated/Licensed Employees

- A. The Superintendent/CEO retains under this Agreement the sole authority and discretion to assign and reassign employees, except as such authority may be specifically limited by this Agreement and said reassignment shall not be for arbitrary or capricious reasons.
- B. In the event it is necessary to reassign an employee who has not requested such a reassignment, the employee will have the opportunity to discuss the reassignment, and the reasons therefore, with the Superintendent/CEO.
- C. Members to be reassigned shall be informed in writing of the proposed reassignment including specific reasons for said reassignment and will be given at least twenty (20) days notice except in emergency situations.
- D. Upon request, the Superintendent/CEO will meet with the member to discuss the reasons which necessitated the reassignment and offer options available to the member.
- E. No member shall be required to transfer or to be reassigned to an assignment for which he/she is not certificated/licensed.

#### 7.1.2 Assignment/Reassignment of Custodial Staff

Assignment/reassignment in the custodial classification shall be made using seniority within the custodial classification to determine shift assignments.

#### 7.1.3 Vacancies

##### A. Definition

A vacancy is an opening, resulting from the creation of a new position or from the resignation, retirement, termination or reassignment of an employee, which the Board decides to fill. Whether to fill a position or replace an employee shall be at the sole discretion of the Board. Vacancies shall be filled in accordance with the terms of this Agreement. Whenever a vacancy occurs during the school year, the position may be filled on a temporary basis until the end of the school year.

##### B. Posting and Filling of Vacancies

###### 1. Posting of Vacancies

All bargaining unit positions will be posted electronically on the District website and an email will be sent to all members containing the posting information. Postings shall take place within fifteen (15) days of the vacancy unless the Board/designee determines not to fill said position. With mutual agreement of the parties, the vacancy posting timeline shall be extended. Vacancies shall be posted electronically for five working days throughout the school year and summer months. Vacancy postings for all non-custodial positions shall include the date of posting, the application deadline, the qualifications for the position, the location of the position,

the hours of work, the months of employment, and the rate of pay. However, due to internal bidding, custodial position postings shall include the date of the posting, the application deadline, the qualifications for the position, the expected shift and anticipated location of work, the months of employment, and the rate of pay.

2. Applications for Vacancies

- a. Application for transfer to known vacancies must be made electronically according to the posting and will be accepted in the Human Resources office.

3. Filling of Vacancies

Vacancies shall be filled by the most qualified applicant. In the event all relevant factors are equal, the applicant with the greatest seniority will be offered the position. In the case of non-teaching vacancies, classification seniority will be considered first, then system wide seniority.

4. Special Conditions Related to Filling Support Service Staff Vacancies

a. Conditions Related to Initial Employment

Upon initial employment, non-certificated support service employees shall be employed on a probationary status for a period of ninety (90) work days. During this ninety (90) day period, the probationary employee may be discharged at the sole discretion of the Board and said discharge is not subject to review through the grievance procedure or ORC 3319.081.

- (1) At the end of the ninety (90) day probationary period, if the employee is employed, the employee shall receive a limited contract from the date of full time employment until June 30.
- (2) If the employee is re-employed by the Board after that date, the employee will receive a two year limited contract.

b. Conditions Related to Transfer to Vacancy

- (1) In the case of non-teaching vacancies, a regular support service employee filling the vacancy shall be allowed a reasonable training period, if necessary. Such training period shall not exceed thirty (30) working days. If during this trial period the employee is unable to fill the position satisfactorily, the employee shall be returned to his/her former position. The employee's position may be filled by a substitute during this period.
- (2) No member shall be placed on a lower step or salary due to an involuntary transfer. However, a member may opt for such position on his/her own and in doing so, the lower step or salary shall be implemented.

c. Conditions Related to Temporary Transfers

- (1) A support service employee may be temporarily transferred due to unusual circumstances such as a position being vacated by another member and prior to its being filled. The temporary transfer shall not exceed thirty (30) days.

- (2) Employees who have been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the member has been transferred is regularly paid at a higher rate of pay, then the member shall receive the higher rate of pay from the fifth day the member reported for the new assignment.
- (3) The district will make every reasonable attempt to secure substitutes for all absent staff.

## 7.2 Complaints Against Staff

- 7.2.1 Upon receiving a written, signed complaint against a member, the immediate supervisor shall give a copy to the member involved and discuss it within fifteen (15) working days following the receipt of the said complaint.
- 7.2.2 If a conference is deemed necessary by the member, the immediate supervisor or the complainant, the supervisor shall arrange such a conference.
- 7.2.3 Members are expected to arrange time for conferences with students and/or complainants either during the school day or immediately after the close of school, provided the student and/or the complainants request the conference at least one day in advance. The time and length of the conference should be kept as flexible as possible in order to accommodate all parties concerned. Members are not expected to interrupt their work to arrange a conference unless the immediate supervisor approves.
- 7.2.4 This provision does not apply to complaints of alleged or suspected child abuse or neglect which shall be reported to the appropriate authorities as required by law.
- 7.2.5 Upon receiving a written, signed complaint against a member assigned to an associate school location, the member shall receive a copy of said complaint. If a conference is deemed necessary, the Butler Tech supervisor shall schedule such conference within fifteen (15) working days.

## 7.3 Discipline

- 7.3.1 No member of the bargaining unit shall be suspended, terminated, or otherwise disciplined except for just cause.
- 7.3.2 Supervisors, directors or any other administrator with the authority to discipline will notify an employee that an impending conference is disciplinary in nature or that it may lead to discipline and that the employee has the right to Association representation at such a conference.
- 7.3.3 If requested, an employee shall be entitled to have an Association representative at any meeting which may lead to or result in disciplinary action against the employee.
- 7.3.4 The Superintendent/CEO or designee shall have the right to suspend an employee under the provisions of this Section of this Agreement for up to ten (10) days without pay. Prior to a suspension being imposed, the employee and the Association shall be notified of the possibility of the suspension, the reasons for the possible suspension, and the right to meet with the Superintendent/CEO to discuss the reasons for the possible suspension.
- 7.3.5 Terminated Employees will receive their final pay only after verification that all equipment

issued to the Employee has been returned in satisfactory condition. The parties agree that to the extent permitted by law, the repair or replacement cost will be deducted from the pay due an Employee for any equipment listed as missing or damaged through negligence.

- 7.3.6 In the event of a proposed suspension, reduction, removal, discharge or other discipline, the grievance and arbitration procedure of this Agreement shall exclusively apply.

#### 7.4 Eligibility for Continuing Contract

- 7.4.1 Eligibility for continuing contract shall be based upon state law.

- 7.4.2 The following specifically supersedes ORC §3319.08, §3319.11 and any other applicable state law. Before the Board can grant a member a continuing contract, the member must provide written notice to the Human Resources Department indicating that the teacher has, or soon will, qualify for a continuing contract. The notice must be submitted on or before September 15. The notification form can be found on the District website.

- 7.4.3 Therefore, it is recommended that

- A. the member immediately forward a copy of his/her certificate or license to the district central office when he/she receives the original from the State Department of Education;
- B. the member immediately notifies the district central office when he/she has acquired a Masters Degree and subsequently provides the district central office with a copy of a transcript verifying completion of a Masters Degree; and
- C. the member immediately notifies the district central office when he/she has completed coursework and subsequently provide the central office with a copy of a transcript verifying completion of said coursework.

#### 7.4.4 Extended Limited Contract in Lieu of a Continuing Contract

- A. If a limited contract teacher has fulfilled all the requirements for a continuing contract, and in the opinion of the evaluator, there is a question of whether to grant continuing status but the administrator feels that another year of assistance may correct areas of concern, then in that event, a one year extended limited contract may be offered to the teacher.
- B. If an extended limited contract is awarded to the teacher, a separate letter shall list the specific areas of concern which need to be improved and the evaluation process for the following year shall focus on these noted deficiencies.
- C. This extended limited contract may be granted without going through the procedure contained in ORC 3319.11 to grant an extended limited contract and shall replace and supersede such statutory requirements.
- D. Subsequent to the completion of an extended limited contract, the member must either be non-renewed or be granted a continuing contract.

#### 7.5 Employment Contracts

Teachers covered by this Agreement shall be employed under individual written contracts as provided for in ORC 3319.08 except that non-renewal shall be subject solely to the grievance and arbitration procedures of this Agreement, and except as otherwise noted below.

- 7.5.1 If the contract is a limited contract, the contract shall include the term of the contract, the work year of the employee and the employee's rate of pay.
- 7.5.2 If the contract is a continuing contract, the employee shall be notified of his/her work year and his/her rate of pay through an annual salary notice as provided for in ORC 3319.082 and/or ORC 3319.12.
- 7.5.3 The initial limited contract offered to teachers newly hired to Butler Tech shall be for a term of one (1) school year, except teachers hired to fill vacancies occurring during the school year or as substitute teachers. Teachers hired during the school year to fill vacancies or new positions may be offered contracts for the remainder of the school year. Upon completion of the first contract of employment with Butler Tech, such teachers, if reemployed will be offered a second limited contract for a term of one (1) year. Assuming eligibility for a continuing contract does not exist, upon completion of the second contract, such teacher if reemployed shall be offered a third contract for a term of one (1) year for the third year of employment with Butler Tech. Thereafter, assuming eligibility for a continuing contract does not exist, upon completion of a third contract, such teacher if reemployed shall be offered a fourth contract for a term not less than one (1) year and not more than three (3) years. Teachers who meet the eligibility requirements for continuing contract status during the term of a limited contract shall be considered for a continuing contract status regardless of the term of the limited contract.
- 7.5.4 Notwithstanding any other provision in this Agreement or State Law including Ohio Revised Code Sections §3319.16, §3319.11 and §3319.111, the non-renewal of a Butler Tech teacher during the first three (3) years of employment on a limited contract shall not be subject to the grievance procedure of this Agreement or any other appeal or hearing procedures provided by state law. The teacher shall be notified prior to May 15 of the Superintendent/CEO's intent to recommend the teacher's non-renewal. Refusal of service of notice of non-renewal by the teacher shall not serve as a bar to non-renewal. Upon notification of the Superintendent/CEO's intent to recommend non-renewal, the employee may request, in writing, representation by the BEA representative. For purposes of this section, the definition of teacher in the "first three (3) years of employment on a limited contract" does not include time spent as an employee with Butler Tech in a part-time or substitute capacity.

## 7.6 Evaluation of Teachers

### 7.6.1 Purpose

The purpose of evaluation of teachers is to improve the quality of instruction and services received by the students, to strengthen professional competence by identifying and correcting deficiencies, and providing a basis for personnel decisions including promotions and contract status. Where this evaluation article conflicts with Section 7.5 of this collective bargaining agreement, Section 7.5 shall prevail.

### 7.6.2 General Process Provisions

- A. It is important that the participants recognize that the evaluation process begins the first day of the employee's work year and continues throughout the contract period.

- B. Evaluation materials will be available online prior to the onset of the evaluation process.

#### 7.6.3 Evaluation Requirements

- A. Each completed evaluation will result in the assignment of a teacher effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. The teacher effectiveness rating shall be derived from a summative evaluation where fifty percent (50%) of the overall evaluation is based on a teacher's performance rating as provided in this Agreement, and fifty percent (50%) of the overall evaluation is based upon student growth measures as provided for in this Agreement.
- B. Every teacher shall be evaluated every year. The district retains discretion to remove a teacher from the evaluation cycle. Generally, a teacher may not be evaluated if one of the following applies:
  - 1. A teacher who has attained a summative rating of skilled, is not in the first three years of employment, and maintains a student growth rating of average may be evaluated every other year. In the event a skill teacher is going to be evaluated, the teacher will be notified of the reason in writing no later than September 1.
  - 2. A teacher who has attained a summative rating of accomplished, is not in the first three years of employment, and maintains a student growth rating of average may be evaluated every third year. In the event an accomplished teacher is going to be evaluated, the teacher will be notified of the reason in writing no later than September 1.
  - 3. A teacher who is on leave for 50% or more of the school year.
  - 4. A teacher has submitted an irrevocable written notice of retirement on or before December 1 of the school year in which they will retire.
- C. Teachers who are not formally evaluated must establish growth plans, develop student learning objectives, and will have one observation with a post conference to provide feedback. This observation shall be a minimum of 30 minutes.
- D. Goal Setting Conference: After the previous evaluation cycle is completed, but prior to October 15, each teacher not rated Accomplished or Skilled the previous year will meet with the assigned evaluator at a goal setting conference to develop/ review the plan for that year. This conference may occur during prior year's summative evaluation conference.

E. Professional Growth and Improvement Plan

- a. Teachers who have attained a summative rating of accomplished will develop a self-directed professional growth plan.
  - b. Teachers who have attained a summative rating of skilled will develop a professional growth plan in collaboration with the assigned evaluator.
  - c. Teachers who have received a summative rating of “Developing” or “Ineffective,” or teachers with below average levels of student growth will be placed on an improvement plan directed by the assigned evaluator.
- F. Improvement plans will contain all of the elements noted on the OTES form. Improvement plans will contain reasonable time lines for completion, and achievable goals.
- G. The evaluation process shall be conducted and completed no later than May 1 and the teacher being evaluated shall receive a written report of the results of this evaluation not later than May 10.

7.6.4 Suspension of Evaluation Process Requirements

If a teacher is absent from work and unavailable to be observed or evaluated as required in the evaluation process, the administration shall proceed with evaluation based on the information gathered prior to the May 1 deadline and may proceed to non-renew the teacher in the Board’s discretion.

7.6.5 This section is intended to supersede ORC §3319.11 to the extent permitted by law.

7.6.6 Observations

- A. Formal observations shall be defined as an observation of a minimum of thirty (30) minutes that results in completion of a written observation form and is preceded by a pre-conference and followed by a post conference. A minimum of two (2) observations will be made for all teachers being evaluated. A minimum of three (3) observations will be made for teachers who may be subject to non-renewal. The first observation will be held and the conference completed on or before January 15. The second observation and a third observation (if required) will be held and the conference completed on or before May 1. There will be at least three (3) weeks between the second and third observations. No formal observation will be done within the first week a teacher is with a new class of students. Any teacher who is scheduled for three (3) observations will have the right to request that the third observation be done by a different administrator who also meets the criteria in Section 7.6.9. For each observation, the teacher shall provide a lesson plan to the evaluator at least forty-eight (48) hours prior to the pre-conference. Once the evaluator has reviewed the lesson plan, he/she will prepare a list of no more than six (6) questions drawn from the “OTES Pre-Observation Planning and Lesson Reflection Resource Questions” for the teacher to answer during the pre conference. The teacher may provide written answers to these questions. Additional questions may be asked during the conversations held between the evaluator and the teacher during the conference. The written observation form shall be provided to the teacher after the post-conference information is considered. In general, pre-and post-observation conferences will be no more than one class period in length.



- B. All formal observations will be conducted openly and with the full knowledge of the teacher.
- C. Observations will be conducted in a variety of classes and instructional period.
- D. A pre-observation conference shall be held no more than five (5) days prior to each formal observation—between the evaluator and the teacher in order for the teacher and evaluator to engage in discussions regarding the teacher’s instructional planning. For observations following the first observation, a pre-observation conference shall not be held unless either the evaluator or the teacher request otherwise.
- E. A post-observation conference shall be held between the evaluator and the teacher. The evaluator shall hold a post-observation conference within ten (10) days after each observation. The post observation report rubric will provide evidence of teacher performance.
- F. Informal Visits: The evaluation process begins the first day of the work year and includes all aspects of the teacher’s performance. Informal observations may take place at any time and are intended to allow for an “all inclusive” picture of the teacher’s professional work life. Informal classroom visits may occur at any time to spot-check ongoing instructional activities, assess compliance with established building organizational routines and provide a vehicle for direct communication between professional employee and administrator. As opposed to formal observation or a walk-through, informal classroom visits will not result in a written report and/or a scheduled post-conference.

#### 7.6.6 Student Learning Objectives (SLOs)

A committee containing an equal number of teachers appointed by the BEA and administrators will be formed to discuss and consult regarding SLOs. The administration will have final approval of SLOs.

#### 7.6.8 Evaluator

- A. The administrative staff is responsible for administering the appraisal process. The evaluator will be the employee's supervisor unless otherwise notified by September 30. If an evaluator is incapacitated for any reason, another evaluator will be assigned to perform the duties described above. All evaluators will be properly licensed and credentialed by the State of Ohio. No evaluator will be a bargaining unit member.

#### 7.6.9 Final Evaluation

- A. All formal observations and evaluation report(s) will be signed or electronically acknowledged by the evaluator and the staff member. The staff member's signature or electronic acknowledgment does not signify agreement with the contents of the evaluation report(s), only that he/she has seen and read the evaluation report(s). The staff member will have the opportunity to make a written response and have it attached to the formal observation or evaluation report.
- B. All evaluation documents will be accessible to the staff member via the electronic evaluation management system. The final summative evaluation shall be placed in the teacher's personnel file.
- C. The final summative evaluation report will be provided to the teacher by May 10.
- D. Summative Evaluation Conference. By the last teacher work day, the evaluator shall hold a summative evaluation conference to discuss the teacher's final evaluation rating and identify areas of focus for the following year.

#### 7.6.10 Legislative Action

- A. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties agree to reconvene and bargain any changes to the contractual evaluation procedure to impasse.

#### 7.6.11 Personnel Action Requirements

- A. The student growth measures contained in the evaluation procedure shall not be used in any decision concerning the retention or removal of any teacher until after the 2019 school year.
- B. After the 2019-2020 school year, a three (3) year pattern of data will be used for the student growth measure of the evaluation process. Teachers without three (3) years of data as Butler Tech employees will have employment decisions based upon the performance portion of the evaluation only.

#### 7.6.12 Application of Grievance/Arbitration Provisions to Evaluations

- A. The substance of an evaluation shall not be subject to the grievance procedure, but the alleged failure to follow or comply with the evaluation procedures established in this Section of this Agreement shall be subject to the grievance procedure. In the event it is determined by an arbitrator that the evaluation procedures were not followed, the arbitrator may order removal of the involved evaluation from the employee's personnel file.

- B. A good faith attempt by the Board to comply with all required evaluation or non-renewal procedures shall satisfy any and all legal requirements precedent to the nonrenewal of any teacher's contract. Therefore, any minor, technical or other immaterial failure to comply with these procedures by the Board, which do not prejudice the substantial rights of a teacher, shall not serve to inhibit the right of the Board to non-renew or otherwise terminate the contract of a teacher.

#### 7.6.13 Walk-Through

- A. A walk-through is an informal observation under thirty (30) minutes that provides an opportunity to gather evidence and provide feedback to teachers. All walk-throughs will be conducted openly and with the full knowledge of the teacher by assigned evaluator.
- B. A walk-through will typically be between five (5) minutes and fifteen (15) minutes in length.
- C. Members shall be provided with feedback regarding walk-throughs. The evaluator shall provide this feedback within four (4) days of the walk-through. Members may respond in writing to a walk-through, and such response will be attached to the walk-through documentation.
- D. Walk-throughs will not unreasonably disrupt and/or interrupt the learning environment.
- E. Generally, no more than four (4) walk-throughs shall be included in each evaluation cycle unless the teacher or the evaluator requests additional walk-throughs.
- F. It is understood that not all standards will be observed in any walk-through.

#### 7.7 Evaluation of Guidance Counselors

Members who have a Guidance Counselor certificate and are performing guidance counseling services for the Board shall be evaluated in accordance with Ohio Counselors Evaluation System.

#### 7.8 Evaluation of Other Certificated/Licensed Staff

- 7.8.1 Members to whom the Ohio Teacher Evaluation System is not applicable will be evaluated using the rubrics found in "Enhancing Professional Practice" Second Edition.
- 7.8.2 The same timelines and procedures will apply to these members as are found in Section 7.6.
- 7.8.3 The entire evaluation will be based upon performance.

#### 7.9 Evaluation of Support Service Employees

##### 7.9.1 Purpose

The purpose of evaluation of support service staff members is to improve the quality of instruction and services received by the students, to strengthen professional competence by identifying and correcting deficiencies, and providing a basis for personnel decisions including promotions and contract status.

#### 7.9.2 Process

- A. It is important that the participants recognize that the evaluation process begins the first day of the employee's work year and continues throughout the contract period and shall be reflective of the total job of the staff member.
- B. Evaluation materials will be distributed to each staff member who is to be evaluated during that contract year no later than September 1 each work year, and will include evaluation instruments, timelines and implementation procedures.
- C. No later than September 1 of the year in which the evaluation will be conducted the employee will be informed as to who his/her evaluator will be.

#### 7.9.3 Sequence of Evaluation

- A. All employees new to the district may be evaluated each year for the first three (3) years of employment.
- B. Support service employees on continuing contract will be evaluated once every three years of employment or by specific request of the administrator/supervisor based on identified problem(s)/concern(s) regarding the employee's performance.
- C. Additional evaluations may be made at the request of the employee or administrator/supervisor.
- D. An individual must be evaluated in the year of non-renewal before he/she can be non-renewed. If the Board does not evaluate an individual who is eligible for a continuing contract, then that individual shall be granted a continuing contract.

#### 7.9.4 Scope of Evaluation

The evaluation shall be based on the employee's job duties.

#### 7.9.5 Identification of Deficiency/Problem Areas

Any deficiency or problem area noted on the final evaluation must have been brought to the employee's attention within a reasonable time of the occurrence and specific directives given to the employee for correction of the problem.

#### 7.9.6 Evaluation Forms and Materials

The current observation form shall be utilized for the observation and evaluation of employees until such time as a different or revised document(s) agreed to replace either or both under a similar process.

#### 7.9.7 Non-Renewal

Any employee who is recommended for non-renewal of his or her contract will have a final evaluation conference during which the recommendation for non-renewal is shared on or before May 1.

#### 7.10 Non-Discrimination

There shall be no discrimination for the exercise of employment rights, either under this Agreement or under the Board rules and regulations, nor in the application of this Agreement because of race, color, creed, national origin, age, sex, religion, ancestry, marital status, gender identity, sexual orientation or disability.

#### 7.11 Nonrenewal of Certificated/Licensed Employees

The nonrenewal of a teacher's or a certificated/licensed support staff employee's limited contract shall be subject solely to the grievance and arbitration procedures of this Agreement. This section is intended to supersede §3319.11 of the Ohio Revised Code.

#### 7.12 Personnel Files

7.12.1 The personnel file for each employee shall be maintained in the Human Resources office. Such files may be maintained electronically. Said file shall be considered confidential to the extent permitted by law.

7.12.2 During normal working hours and upon reasonable advance request, an employee shall be able to review his/her personnel file, including electronic files, and shall have the right to have a representative present with him/her while reviewing the file. Additionally, representatives of the Association shall have access to members' files in the same manner as the public.

7.12.3 Anonymous letters or material shall not be placed in an employee's file.

7.12.4 All written reprimands and / or letters of complaint shall be initialed before being placed in the employee's personnel file. Upon refusal of the affected employee to sign or initial a document intended for placement in the personnel file, such document may be filed so long as the date of the refusal has been noted on the material. The initials or signature of an employee does not constitute agreement with the contents of the document.

7.12.5 Reprimands, except for reprimands for conduct which, if repeated, could result in termination, will be removed after two years if the employee has not received another reprimand for the same or similar offense in that time period.

7.12.6 Any employee who challenges any material which has been placed in his/her personnel file has the right to grieve the inclusion of said material in his/her file using the timely, relevant, accurate and complete standards of Chapter 1347 of the ORC, provided, however, that the provision of Section 7.6.5 of this Agreement governs the application of the grievance procedure to evaluations.

#### 7.13 Reduction in Force

7.13.1 The Board reserves the right to lay off employees and to determine the reason for layoff.

7.13.2 The Association shall be notified of the layoff and the reasons for the layoff.

7.13.3 Reductions shall be made through attrition to the extent possible.

A. Certificated/Licensed Staff

1. Reductions in force shall be made as follows:
  - a. First, on the basis of their final performance rating levels:
    - i. All teachers whose final teacher performance rating is Accomplished or Skilled will be considered to have comparable evaluations for purposes of reduction in force.
    - ii. All teachers whose final teacher performance rating is Developing on their most recent evaluation will be considered to have comparable evaluations for purposes of reduction in force.
    - iii. All teachers whose final teacher performance rating is Ineffective on their most recent evaluation will be considered to have comparable evaluations for purposes of reduction in force.
  - b. Second, on the basis of contract status (Continuing Contract or Limited Contract).
  - c. Third, on the basis of seniority.
2. Teachers may exercise bumping rights based on areas of certification/ licensure held at the time of the reduction in force within their category of teachers with comparable evaluations, or in a lower category as defined above. Areas of certification/license shall be defined as any subject or area listed on the certificate/license held by the teacher.

B. Support Service Staff

Staff reductions in one or more classifications covered by Section 2.1 of this Agreement shall be determined by the following procedures:

1. The Board shall lay off employees within a classification or classification series on the basis of seniority by classification(s) held by the employee in the affected classification(s).
2. Staff reduction shall be affected by giving preference to those employees on continuing contracts and with greater seniority within a classification or classification series and that reduction shall occur first with the least senior employees on limited contracts.

7.13.4 Procedures When Making the Reduction

Twenty (20) days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and/or certifications/licensure of the employees to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. The layoff notice shall state the reasons for the layoff, the effective date of the layoff and a statement advising the employee of his/her rights of reinstatement from the layoff.

#### 7.13.5 Recall of Support Service Staff

Employees whose contracts have been suspended shall have the following rights to recall:

- A. First recall shall be of employees with suspended continuing contracts in order of seniority in the employee's classification. If vacancies cannot be filled by employees with continuing contracts, then laid off employees with limited contracts shall be recalled, by seniority, in their classification.
- B. No new support service employee(s) shall be hired to fill a vacancy in a classification where there is a laid off employee(s) who may possess the necessary skills and qualifications to perform the job description requirements/duties of the current vacancy. The laid off employee(s) may be offered and accept such vacancy based on the salary schedule of the position and in accordance with Section 7.1.3B4 of this Agreement. If the employee(s) refuses to accept a position outside of his/her classification, the employee(s) shall remain on the recall list

#### 7.13.6 Recall of Certified/Licensed Employees

- A. Employees will be recalled in the reverse order of layoff among those who are certificated/licensed to fill the position. Any additional licensure will not be effective for purposes of this Article until the teacher provides a copy of the licensure/certification to the Human Resources Department.
- B. No new employee shall be hired while there are laid off employees available who are certified/licensed to fill a vacancy except where the vacancy is in a program from which an employee was laid off because the program was subject to disinvestment procedures due to declining or lack of enrollment.
- C. If an employee on layoff refuses a position offered by the Board which is similar to work previously held by the employee and for which the employee is certificated/licensed, the employee's recall rights shall be terminated.

#### 7.13.7 Provisions Applying to All Recalls

- A. The Board has fulfilled its responsibility herein by sending a written notice of a job vacancy to an employee on the layoff list by certified mail at the last address left by the employee. Unclaimed, refused or non-deliverable notices, as well as the failure to respond within ten (10) days from the date of the mailing, shall constitute refusal of the vacancy.
- B. Members on layoff shall be permitted to carry group medical, hospitalization and dental insurance in accordance with COBRA regulations.
- C. The recall list shall be maintained for a period of two fiscal years, which shall commence July 1 of the year immediately following the reduction in force.

#### 7.14 Rehired Retiree Rights

Individuals who have retired and are receiving benefits through the State Teachers Retirement System (STRS) are subject to the conditions set forth in this Section of this Agreement and only the conditions set forth in this Section shall apply to the employment of these individuals:

- 7.14.1 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- 7.14.2 Each one year contract shall automatically expire upon completion of the year and it is not necessary for the Board to conduct evaluations in accordance with ORC 3319.111 nor to take formal action to not re-employ the employee pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract in the same manner as a supplemental contract.
- 7.14.3 The salary to be paid shall be set at the level on the salary schedule as recommended by the Superintendent/CEO and approved by the Board through negotiations with the teacher. Placement shall be determined solely through negotiations between the Board and the individual and shall not be subject to ORC, Chapter 3317 or any other section of the Ohio Revised Code.
- 7.14.4 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.
- 7.14.5 Returning retirees retired through STRS, or, for any employee hired on or after September 1, 2013, any other Ohio public pension system, are not entitled/or eligible to receive any severance benefits or participate in any retirement incentive program provided by any collective bargaining agreement in effect between the Board and the Association.
- 7.14.6 Teachers employed pursuant to this provision shall be eligible for any of the insurance plans offered by the Board.
- 7.14.7 In the event of a reduction in force, the re-employed teacher will not have bumping rights under Section 7.13 of this Agreement. Such reemployment will not jeopardize the continuation of existing programs nor result in the reduction of staff employed at the commencement of such reemployment contract.
- 7.14.8 Subject to the above provisions, returning retired teachers are part of the bargaining unit.

## 7.15 Termination of Employees

### 7.15.1 Termination of Certificated/Licensed Employees

The termination of a teacher's or certificated/licensed support staff employee's contract shall be governed by the standard outlined in ORC 3319.16, which states the contract of any teacher employed by the board of education may not be terminated except for good and just cause and shall be subject solely to the grievance procedure established in this Agreement. This section is intended to specifically supersede §3319.16 and §3319.161, except as stated above.

### 7.15.2 Termination of Support Service Employees

The contract of a support service employee may be terminated for one of the reasons listed in and in accordance with the provisions of ORC 3319.081, which states the contract may be terminated only for violation of written rules and regulations as set forth by the board of education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance. The appeal of a termination shall be subject solely



to the grievance procedure established in this Agreement. This Section is intended to specifically supersede §3319.081, except as stated above.

## ARTICLE VIII – WORKING CONDITIONS

### 8.1 Conditions Affecting All Employees

#### 8.1.1 Calamity Days

- A. In the event that, due to weather conditions or for some other reason, a particular program (e.g. the adult education program, the secondary education program) is closed, employees assigned to that program which is closed shall not be required to report to work. All other employees, unless notified by radio announcement or telephone not to report to work, shall be required to report to work, except that employees assigned to satellite locations shall be subject to the school closings/calamity day provisions of the satellite location's school district. Twelve month employees covered by this Agreement (i.e. custodians and secretaries) shall be required to report to work, unless notified not to do so. Twelve-month secretaries shall not be required to report to work on calamity days if non-union twelve-month secretaries are not required to report.

#### 8.1.2 Job Descriptions and Classification

The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this Agreement. The Association shall be furnished a copy of each job description for each job classification employees are employed in under this Agreement. Job descriptions will be reviewed and revised where appropriate.

### 8.2 Conditions Affecting Certified/Licensed Employees

#### 8.2.1 Parent Conferences/Open House/Student Showcase

Evening events scheduled pursuant to the school calendar, which are held outside the normal work hours, will be attended by secondary teaching staff and the other employees who are directed to do so by the Superintendent/CEO or designee. Employees required to work on parent conference/Open House/Exhibition days outside those normal work hours shall be compensated with two (2) days off per adopted school calendar of district assigned. No more than four (4) evening events are required. The evening events are as follows:

- 2 – Parent Conferences/Student Showcase – (4 hours each night)
- 1 – Open House – (3 hours)
- 1 – Welcome Night – (3 hours)

#### 8.2.2 Work Day

- A. The standard work day for certificated/licensed staff shall be seven and one-half (7½) hours in length.
- B. All full-time members are entitled to a duty free one-half (½) hour lunch period.
- C. Secondary teachers shall have a minimum of thirty (30) minutes per day preparation time during the work day. Any academic instructor with four (4) or more class preparations will have an assigned planning period during the student day.
- D. Duties and duty periods shall be assigned equitably among all certificated/licensed staff.

If a teacher is assigned less than six periods of teaching, he/she shall have duties assigned during non-teaching non-planning periods.

- E. Staff meetings for all members shall be within the work day, except that up to four (4) hours of meetings per month including associate school district meetings required for their employees may be scheduled outside the work day.

#### 8.2.3 Work Year

- A. The base work year for certificated/licensed employees shall be one hundred eighty-five (185) days.
- B. Teachers new to the District are expected to attend up to a two day orientation prior to the start of the school year. Satellite teachers new to the District are also expected to attend all of the associate school's orientation days.
- C. The salaries established in the salary schedule for certificated/licensed staff shall be computed for one hundred eighty-five (185) days of work. Certificated/licensed personnel who are contracted in excess of the base work year as determined by associate school calendar shall be paid the per diem rate for the days worked in excess of the base work year.

### 8.3 Conditions Affecting Support Service Employees

#### 8.3.1 Call-In Pay

- A. Employees not regularly scheduled to work on Saturday who are called in to work shall be guaranteed a minimum of three (3) hours work and shall be compensated at the applicable rate. Employees not regularly scheduled to work on Sunday but who are called to work on Sunday shall be guaranteed a minimum of three (3) hours work and shall be compensated at double their regular rate of pay. Employees called to work on a holiday shall be guaranteed a minimum of three (3) hours work and shall receive their regular rate of pay in addition to the holiday pay.
- B. Any support service employee who is not regularly scheduled to work on Sunday but who is required to work on Sunday shall be paid at the rate of double the employee's regular rate of pay for the hours worked that day.

#### 8.3.2 Compensatory Time

A support service employee who works overtime hours may elect to take compensatory time at the rate of one and one-half hours for each hour of overtime worked in lieu of pay for such overtime hours. A maximum of sixteen (16) hours of compensatory time may be accumulated. An employee's immediate supervisor must approve the taking of compensatory time before such time can be taken. In the event the operational needs of the School District prevent an employee from taking compensatory time within ninety (90) days of the date such time was earned, the employee shall be paid for the overtime hours worked applicable to such compensatory time in the next pay period.

### 8.3.3 Holidays

- A. All support service employees shall be allowed the following days with pay which fall during the term of their contract: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day and Fourth of July.
- B. A holiday falling on a Saturday shall be observed on the Friday preceding the holiday. A holiday falling on a Sunday shall be observed on the Monday following the holiday.
- C. In order to qualify for pay for holidays not worked, an employee must work the scheduled work day before and the scheduled work day after the holiday unless the employee's absence was excused because of a vacation, injury or illness or other excused absence. A doctor's excuse for personal illness or injury may be required.
- D. Support service employees covered by this Agreement shall be paid for holidays not worked on the basis of the employee's straight time hourly rate. The provisions of this Section of this Agreement are not applicable to certified/licensed employees covered by this Agreement.
- E. Holiday hours not worked shall count as hours worked for overtime purposes.

### 8.3.4 Overtime

- A. Support service employees covered by this Agreement who physically work including sick leave and paid vacation forty (40) hours in any work week, shall be paid one and one-half times their regular straight time hourly rate for all hours worked in excess of forty (40) hours, except that overtime hours worked on Sundays and holidays shall be paid at double the regular straight time hourly rate. Holidays that fall within the forty (40) shall be included as hours physically worked.
- B. So far as is practical, opportunities to work overtime in a particular job classification shall be offered on a rotational basis among the employees in that job classification, provided the employees are fully qualified to perform the overtime work required.

Overtime will be offered to all eligible staff and will be assigned to the most senior member requesting overtime.

The administration may assign mandatory overtime to the employees on a reverse seniority rotation system beginning with the least senior employee.

- C. Employees who are required to work overtime on the reverse seniority rotations who cannot work scheduled overtime due to illness, family emergency, or vacation shall be moved on the list to become the employee required to work the next available forced overtime hours.

- D. The administrator may use another resource if deemed appropriate. No administrator shall perform bargaining unit work, except for locking and unlocking buildings, arming and disarming security systems and emergency situations while on site or while assisting other employees.
- E. In an emergency/calamity situation, mandatory overtime will be assigned based on the rotation list.

#### 8.3.5 Shift Differential

Custodians working third shift beginning after 9:30 p.m., shall be paid a shift differential of \$0.25 an hour.

- A. Third shift custodians who work either the first or second shift will not receive this shift differential pay.

#### 8.3.6 Vacations

- A. Employees covered by this Agreement who are contracted to work 260 days in each contract year shall be granted a vacation with pay as follows:

After one (1) year of continuous service – ten (10) days.

After six (6) years of continuous service – fifteen (15) days.

After twelve (12) years of continuous service – twenty (20) days.

After twenty (20) years of continuous service – twenty-five (25) days.

An employee can only carry over a total of ten (10) vacation days each contract year. An employee who currently has more than ten (10) days accumulated vacation shall be permitted to maintain the higher amount. However, the employee shall only be permitted to carry over ten (10) days of vacation once the employee's balance of carry-over drops below ten (10).

- B. During the first year of employment, employees will accrue vacation leave at .833 days per month.
- C. Beginning the first day of the employee's second contract year and every year thereafter, the employee's entire yearly allotment of vacation days will be credited. If an employee should leave the employment of the Board either voluntarily or involuntarily, the employee shall be required to reimburse the Board the value of any vacation days utilized and paid to the employee that he/she did not otherwise accrue as a result of the employee's time of service with the Board.
- D. The administration will endeavor to grant vacation at the time the employee requests vacation insofar as it is possible to do so in accordance with the staffing needs and work load of the School District. All vacations will be granted on a first come, first served basis, unless multiple requests are submitted on the same date, in which case preference

shall be given to members with the greatest seniority. It is understood that the number of employees allowed to go on vacation during any one time period will be determined by the administration, and the administration reserves the right to arrange vacation schedules in accordance with the needs of the School District.

- E. It is the intent of the parties to this Agreement that employees shall take their vacation and not draw pay in lieu thereof. Vacation leave may be accumulated to a maximum of ten (10) days.

#### 8.3.7 Work Day

- A. The standard work day for support service members shall not exceed eight (8) hours, excluding lunch.
- B. Full-time non-teaching employees shall be entitled to a duty free, unpaid, one-half hour lunch period each day, and shall be entitled to a fifteen (15) minute break during the first four (4) hours of work and a fifteen (15) minute break during the second four (4) hours of work. Part-time non-teaching employees shall be entitled to a fifteen (15) minute break per day scheduled at the mutual convenience of the employee and the supervisor.

#### 8.3.8 Work Week

- A. The standard hours of work shall be forty (40) hours per week.
- B. The standard work week shall be Sunday, 12:00 a.m. through Saturday, 11:59 p.m.

## **ARTICLE IX - LEAVES**

### **9.1 Assault Leave**

- 9.1.1 An employee who is physically assaulted while performing his/her work duties which results in the employee being unable to perform his/her duties shall be entitled to assault leave. Said leave shall be for a maximum of twenty (20) days per work year, which leave shall not be chargeable to sick leave or any other leave, and shall be at no loss of pay. Assault leave shall not be accumulative.
- 9.1.2 In addition to a full disclosure of the circumstances surrounding the assault, a physician's statement verifying the employee's disability may be required by the Superintendent/CEO when assault leave is requested.

### **9.2 Association Related Meetings**

- 9.2.1 Based on the number eligible, officially elected delegates or alternates may attend the three (3) annual NEA/OEA Representative Assemblies by notifying the Superintendent/CEO of said leave at least ten (10) days prior to the absence.
- 9.2.2 The Board is not obligated for any expenses related to the assemblies except to provide time for said delegates or alternates.
- 9.2.3 The Board shall be responsible for providing substitutes in the absence of said delegates or alternates.
- 9.2.4 The Association may utilize up to ten (10) work days a year for release time purposes provided it pays the full cost of the substitutes salary, Medicare and workers compensation for the days utilized.

### **9.3 Child Care Leave**

If an employee wishes to remain home with a newly born or newly adopted child up to compulsory school age, he/she shall be granted unpaid child care leave for the remainder of the semester or its equivalent in which leave is requested and, at the option of the employee, for the subsequent two semesters subject to the following conditions:

- 9.3.1 An employee wishing child care leave shall submit a written request to the Superintendent/CEO at least thirty (30) calendar days prior to the initiation of child care leave. In the event of an adoption, if thirty (30) days notice cannot be given, then the employee shall request child care leave as soon as the employee becomes aware that the adoption is to take place. The notice for child care leave shall state the approximate date the leave shall begin and the date the employee will return to work. The return date shall be at the start of a semester or the start of the school year.
- 9.3.2 Immediately prior to the effective date of the unpaid leave, the applicant must have been employed by the Butler Technology and Career Development Schools for at least one (1) full school year.
- 9.3.3 While on leave pursuant to this provision, the employee shall not accrue seniority or service credit on the salary schedule, however, time on leave shall not constitute a break in seniority.

9.3.4 Child care leave shall not extend a limited contract past its term.

#### 9.4 Jury Duty/Court Appearance

When an employee is called for jury service or is subpoenaed to appear in any judicial proceeding in which the employee is not a party, the employee shall keep the remuneration received for jury duty and shall receive his/her regular pay.

#### 9.5 Personal Leave

##### 9.5.1 Entitlement

Employees covered by this Agreement shall be entitled to up to three (3) days of personal leave, with pay, per school year. Such leave shall not accumulate from year to year. However, unused personal leave days may be converted to sick leave days on June 30 of each year, provided however that members can receive the perfect attendance incentive or this benefit, but not both.

##### 9.5.2 Purpose

Personal leave is to be used for the purpose of transacting business or attending to affairs or problems of a personal nature which cannot be scheduled or attended to outside the employee's regular work hours.

##### 9.5.3 Limitations

Except in the case of an emergency, personal leave cannot be used to extend a holiday, a vacation period, or any other leave period, or in lieu of sick leave, or within ten (10) school days of the beginning or end of the applicable student year, except with the approval of the Superintendent/CEO.

##### 9.5.4 Application Procedure

Except in cases of emergencies, a request to take personal leave must be made in the appropriate system to the employee's immediate supervisor at least three (3) days prior to the date for which the leave is requested. Personal leave must be approved in advance in order for it to qualify as such under this Section of this Agreement.

#### 9.6 Professional Leave

9.6.1 Employees who are required by the District to attend, or who attend with the approval of the Superintendent/CEO or designee, seminars, workshops, conferences, etc., related to the employee's employment shall be reimbursed for the cost of such attendance, including travel, lodging and registration, as approved by the Superintendent/CEO or designee.

9.6.2 Professional commitments must be approved by the Superintendent/CEO prior to any agreement on the part of staff to participate in any local, state or national activity.

#### 9.7 Sick Leave



#### 9.7.1 Entitlement to Sick Leave

Each employee covered by this Agreement shall be entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-fourth days per month for each calendar month under contract. Employees may accumulate sick leave to a maximum of days equal to the employee's yearly contract, or two hundred twenty-five (225), whichever is greater. Newly hired employees who have no accumulated sick leave will be advanced up to five (5) days of sick leave. Advanced sick leave days which are not subsequently earned by the employee before the employee leaves the District's employment will be deducted from the employee's last paycheck.

#### 9.7.2 Transfer of Sick Leave

A new employee who, preceding their employment by the Board, has been in the employ of another Board of Education, state, county or municipal government in Ohio will receive full credit up to the number of days in the employee's yearly contract, or as otherwise specified in this Agreement, for sick leave accumulated in such previous employment.

#### 9.7.3 Use of Sick Leave

- A. Sick leave will be granted for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the employee's immediate family.
- B. Sick leave will be granted due to pregnancy or recovery therefrom. A teacher may use accumulated sick leave for a period of thirty (30) work days (not including holidays or vacation periods and excluding summer vacation). In the event that additional sick leave is needed due to medical conditions involving either the mother or child, the employee may request additional accumulated sick leave with a physician's statement of circumstances. This provision does not apply for purposes of child care leave as outlined under Section 9.3 of this Agreement.
- C. Sick leave will also be granted for absence due to death in an employee's immediate family.

#### 9.7.4 Submission of Sick Leave Form During Long Absence

If an employee is absent due to illness for more than twenty (20) days per month, sick leave request shall be submitted in the appropriate electronic system at the end of each applicable month.

#### 9.7.5 Definition of Immediate Family

For purposes of this Section of the Agreement, an employee's immediate family shall include father, mother, husband, wife, child (including foster children), grandparents and grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, son in-law, brother-in-law and sister-in-law, and any other person permanently residing in the employee's household in a familial relationship. In certain circumstances, the definition of immediate family may be expanded by Superintendent/CEO decision.

#### 9.7.6 Notification of Use of Sick Leave

In order to qualify as paid sick leave, an employee must notify the administration of the use of

sick leave one and one-half (1-1/2) hours prior to the start of the employee's workday, except in the case of emergency, and should submit sick leave in the appropriate system to their supervisor on the day of return to work but no later than the following pay day.

9.7.7 Sick Leave Attendance Incentive

There shall be an attendance incentive of \$650 for full-time certified/licensed staff and full-time support service staff in the bargaining unit if they have perfect attendance (zero sick days).

- A. A staff member's current eligibility for attendance incentive will be determined at the end of June. Attendance incentive pay will be paid on the last check in July and will not be subject to any retirement contribution.
- B. A year for purposes of this section shall be calculated as July 1 – June 30.

#### 9.9 Unpaid Leaves of Absence

9.9.1 Upon a written request, the Board may grant a leave of absence without pay from Butler Technology and Career Development Schools for a period of not more than one (1) year for educational, professional or other purposes. The Board shall grant such leave for not more than two (2) years where illness or other disability is the reason for the request. Employees granted such leave shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.

9.9.2 All requests for leaves under this Section of the Agreement must be in writing and must specify the details which make the leave necessary. Such requests must include the date the leave is to begin and to terminate.

##### 9.9.3 Military Leave

Employees shall be entitled to military leave in accordance with applicable state and federal law.

#### 9.10 Rights While on Leave

9.10.1 A member on extended and approved unpaid leave for any reason shall be entitled to request and receive the right to continue to be covered by any or all District group insurance, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the member pays to the CFO of the Board in advance each month the full amount of the monthly group plan premium of such coverage. Any overpayment of premium shall be refunded to the member upon termination of leave. No other compensation or fringe benefits shall be provided.

9.10.2 In accordance with the Family Medical Leave Act, group health insurance benefits shall be continued to a maximum of twelve (12) weeks, on the same basis as when the employee is actively working. The twelve (12) week period shall begin on the first day the employee takes leave under this provision. The twelve (12) weeks limitation shall not apply so long as an employee is on paid sick leave, but all time on paid sick leave under this provision shall count towards the twelve (12) weeks during which the employee is entitled to continuation of group health insurance benefits.

#### 9.11 Reinstatement Rights

Upon returning to service at the expiration of a leave of absence, the member resumes the contract status (limited or continuing) which he/she held prior to the leave. When an individual who is on an authorized leave of absence determines that he/she wishes to return to active employee status prior to the expiration of the full term of said leave of absence, the Board, through its authorized representative, shall return the individual to an assignment within his/her area of certification/licensure. Notification of return to service shall be made in writing to the Superintendent/CEO prior to April 1 of the previous contract year.

#### 9.12 Maternity/Paternity Leave

Members may use accumulated sick days and/or personal days on an as-needed basis during prenatal period. Immediately following the date of delivery or receiving the child in the case of adoption, members may use their accumulated sick days and/or personal days for ten (10) workdays. In the event that additional leave is needed due to medical conditions involving either the mother or child, the employee shall be granted additional accumulated sick leave with a physician's statement of circumstances. This provision does not apply for purposes of child care leave as outlined under Section 9.3 of this Agreement.

## ARTICLE X – BENEFITS AND SALARY

### 10.1 Insurance

#### 10.1.1 General Provisions

- A. Effective during the period of this Agreement and except as noted elsewhere in this Agreement, the following insurance programs shall be available for all members covered by this Agreement. Appropriate information and application forms will be provided to all new members by the administration at time of pre-employment processing. Applications shall be completed and filed within the time period required by the insurance carrier if the member desires insurance coverage. A notification regarding the annual open enrollment period will be posted electronically on the District website prior to and during such annual open enrollment period. Additionally, the Board shall notify members of the insurance open enrollment period via District email.
- B. Coverage becomes effective on the first day of active service.
- C. Eligible members who have elected not to take insurance coverage shall not be eligible for such coverage until the open enrollment period or if they experience a qualifying event.
- D. Changes in types of coverage (i.e., single to family) must be done in compliance with the carrier's requirements. Employees may contact the appropriate district office for information and applications.
- E. All insurances provided pursuant to this Agreement shall be subject to the conditions set forth in any insurance contract secured by the Board. The insurance coverage provided as of the execution date of this Agreement shall be provided as afforded through the Butler Health Insurance program for the term of this Agreement. However, if said insurance coverage is not available for reasons beyond the control of the parties, this Section shall be reopened for negotiations. (Butler Health Insurance Plan, dental and life insurance)
- F. The foregoing medical insurance shall be continued for any eligible member who pays the member's portion set forth in this Section of this Agreement during any period when such member is on the active working payroll, compensated leave of absence, Family Medical Leave, or for members working only during the regular school year and not working during the summer break period, until such members either resign their employment status or fails to return to active working status at the commencement of the next school year. Members on non-compensated approved leave of absence, (including disability leave of absence of over thirty (30) days duration), who desire health insurance coverage may retain coverage by paying the full 100% premium for such insurance to the CFO of the Board on or before the first (1st) day of the month prior to any month such coverage is desired to be continued. It is understood that the Board has no responsibility for any cancellation of a member's insurance coverage.

#### 10.1.2 Butler Health - Dental Insurance Plan

- A. The Board will pay 90% of single contract cost and 90% of family contract costs for all full-time employees who work thirty (30) or more hours per week and one hundred-twenty (120) days or more per year.

- B. Any current employee (excluding all part-time adults) working less than four (4) hours per day but working 120 days or more will be grandfathered at their current level of benefits including the Board's percentage of premium contribution.

#### 10.1.3 Butler Health Insurance Plan

- A. For the 2019-2020 contract year, the Board will pay eighty-six and one-half percent (86.5%) of the premium cost for single and family health insurance for all full-time employees who work thirty (30) or more hours per week and one hundred-twenty (120) days or more per year.
- B. For the 2020-2021 contract year, the Board will pay eighty-five percent (85%) of the premium cost for single and family health insurance for all full-time employees who work thirty (30) or more hours per week and one hundred-twenty (120) days or more per year.

#### 10.1.4 Term Life Insurance

- A. The Board will provide \$50,000 of term life insurance for all eligible members with premiums fully paid by the Board.
- B. The insurance will provide double indemnity in the case of accidental death or dismemberment, disability coverage benefits and conversion privilege, as well as guaranteed insurability.

#### 10.1.5 Vision Insurance

The Board will provide a vision plan and pay twenty dollars (\$20.00) per month/per member toward the premium. The plan will provide eye exams and lenses every twelve months and frames every twenty-four months.

### 10.2 Retirement

#### 10.2.1 Severance Pay

- A. Retirement, as used in this Section of this Agreement, shall mean retirement under one of the State of Ohio Retirement Systems.
- B. Members retiring from the Butler Technology and Career Development Schools shall be granted severance pay determined on the basis of 35% of unused sick leave days accumulated. Employees may accumulate up to 225 unused sick leave days. The per diem rate is based on their placement on the salary schedule at the time of retirement.
- C. A teacher will receive \$1,000.00 retirement notification payment by providing the Superintendent and/or designee a written letter of resignation for retirement purposes on/or before February 1<sup>st</sup> of the year the teacher will retire. Payment of the retirement notification payment shall be made with the teacher's final settlement check upon retirement.
- D. The retiring member will receive severance pay within thirty (30) days following retirement certification to the CFO. The employee must file official notification from the

retirement system and notify the CFO in writing.

- E. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the member.
- F. An employee who dies while in active service to the district shall be deemed to have retired the day prior to death and the severance benefits accrued shall be paid to the employee's family.
- G. An employee must be employed by Butler Tech for at least five (5) years before he or she becomes eligible for severance benefits. This sub-section shall not apply to employees who were received as employees from the Hamilton City School District on or before June 30, 2019.

### 10.3 Salary

#### 10.3.1 Base Salary

##### A. General Provisions

###### 1. Advancement

A member shall advance one step on the salary schedule for each year of experience in the District.

###### 2. Required Notification of Change in Classification

If additional training qualifies an employee to move from one salary class to another, written notification must be given to the Executive Director of Human Resources prior to the beginning of the employee's contract year and an updated official transcript of credits shall be filed before October 1 to claim the salary reclassification. Salary adjustments will only be made at the beginning of the school year.

##### B. Placement

###### 1. Certificated/Licensed Employees

###### a. Column Placement

Any degree referred to in this Article shall mean an earned degree from an accredited institution. Three (3) quarter hours shall equal two (2) semester hours.

###### (1) Bachelor's

Teachers and certificated/licensed support employees who meet the following qualifications shall be placed on the bachelor's column of the salary schedule:

- (a) Teachers and certificated/licensed support employees with a bachelor's degree qualifying for appropriate certification/licensure.

- (b) Career-technical teachers who have not obtained a bachelor's degree but who have the requisite number of years of work-related experience to qualify for a career-technical teaching certificate/license.

(2) Bachelor's With 150 Hours

Personnel meeting certification/licensure requirements shall be placed on the Bachelor's 150 hour column of the salary schedule, including the following:

- (a) Personnel with a bachelor's degree with one hundred fifty (150) semester hours and holding an appropriate certificate/license.
- (b) Career-technical certified/licensed teachers who have obtained 30 semester hours or 45 quarter hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such provisional certificate or professional licensure.

(3) Master's

The following personnel will be eligible for placement on the Master's column of the salary schedule:

- (a) Certificated/licensed personnel holding a master's degree or equivalent as outlined in the Ohio Career-Technical Certification/Licensure Laws and Regulations.
- (b) Career-technical certificated/licensed teachers who were issued a Career-technical teaching certificate/ license prior to obtaining a bachelors degree who hold a professional certificate/license and have completed the requirements for a bachelor's degree.

(4) Masters +15

- (a) Personnel with a master's degree who have earned an additional fifteen (15) semester hours after earning the master's degree shall be placed on the Masters +15 hour column of the salary schedule. The hours may be graduate hours, undergraduate hours or a combination of both.
- (b) Career-technical certificated/licensed teachers who were issued a vocational teaching certificate/license prior to obtaining a bachelor's degree who hold a professional certificate/license and have completed the requirements for a bachelors degree with one hundred fifty (150) semester hours.

b. Experience Credit

(1) Military Credit

Active military years service as defined by ORC 3307.62 may be



credited for salary placement up to five (5) years. Anything less than eight (8) consecutive months of continuous service will not be credited as a year's service.

(2) Teaching Experience

Upon verification of employment information, credit shall be given for all years of teaching in a school approved and accredited by their respective State Department of Education. A year's teaching experience will not be granted for less than one hundred twenty (120) days of actual contract teaching experience in any one school year in a single district. Fractional years will not be counted for schedule placement purposes. This does not apply to employment of retired teachers under Section 7.14 in this Agreement.

(3) Work Experience

Credit for full-time work experience prior to hiring for career technical teachers will be granted based on the employee's level of education and years of related work experience. Newly hired career technical teachers with less than a Bachelor's degree will be placed on the lowest certified salary schedule. Newly hired career technical teachers may be credited at a rate of one (1) year salary credit for every one (1) year of related full-time work experience.

(4) Verification of Experience

All experience, teaching, military, etc., shall be verified by substantiating documents from the appropriate agency.

2. Support Service Employees

- a. One year service credit for each year of military service shall be granted to new employees to a maximum of five (5) years on the salary schedule at the time of employment and/or upon return from active duty.
- b. A support service employee promoted across job classifications or schedules within classifications shall be placed at the step on the higher paying schedule at the pay rate closest to, but not less than, the pay rate of the employee at the time of the promotion.
- c. Effective July 1, 2016, full-time classified hires will be provided years of experience credit at a rate of one step per one year of full-time experience in a job with the same essential functions, as verified by the human resources department, with a maximum of five steps of experience.

C. Salary Rates

1. Certified/Licensed Employees

- a. Effective with each employee's first day of the 2019-2020 school year, the base of the salary schedule shall be increased by three percent (3%). The salary schedule to be implemented is attached and designated as Appendix A1.

- b. Effective with each employee's first work day of the 2020-2021 school year, the base of salary schedule shall be increased by three percent (3%). The salary schedule to be implemented is attached and designated as Appendix F1.
- c. Effective with each employee's first work day of the 2021-2022 school year, the base of salary schedule shall be increased by three percent (3%). The salary schedule to be implemented is attached and designated as Appendix K1.

2. Support Service Employees

- a. Effective with each employee's first work day of the 2019-2020 school year, the base of the salary schedule shall be increased by three percent (3%). The salary schedule to be implemented is attached and designated as Appendices B1-E1.
- b. Effective with each employee's first work day of the 2020-2021 school year, the base of salary schedule shall be increased by three percent (3%). The salary schedule to be implemented is attached and designated as Appendices G1-J1.
- c. Effective with each employee's first work day of the 2021-2022 school year, the base of salary schedule shall be increased by three percent (3%). The salary schedule to be implemented is attached and designated as Appendices L1-O1.

3. Regular Rate of Pay

The amounts appearing on said schedule shall be the member's "regular rate of pay."

10.3.2 Extended Programming Contracts

- A. Certificated/licensed employees whose contracts extend beyond the base year shall be paid at the regular daily rate of pay for all additional days of extended programming.
- B. The specific number of days granted shall be based on the request submitted by the teacher in the spring of the preceding year and approval of the administration based on state program requirements and approved local program activities.

10.3.3 Internal Substitution

- A. Every reasonable effort will be made to secure substitutes for teachers when they are absent from duty.
- B. If, in the event a substitute cannot be found, and a member of the unit is assigned to cover an absent teacher's work assignment, he/she shall receive \$26.00 per class period worked.

#### 10.3.4 Supplemental Contracts and Stipends

##### A. Advisor Stipends

<u>Activity</u>	<u>Amount/Year</u>
District Leadership Team	\$1,000
Building Leadership Team	\$1,000
Yearbook Sponsor	\$1,000
National Technical Honor Society Advisor	\$1,000
Student Council Advisor	\$1,000
Summer School	\$2,000
Department Chair	\$2,000
LPDC Chair	\$1,000
Year 1 Mentor Teachers	\$1,000 per mentor teacher per resident educator
Year 2 Mentor Teachers	\$500 per mentor teacher per resident educator

Advisor positions worked less than the regular 185 work days shall be eligible for the stipend based on the effective start date applying the following formula:

$$\frac{\text{Actual Days}}{\text{Contract Days in Contracted Work Year}} \times \text{Amount of Stipend} = \text{Prorated Stipend}$$

Summer School: Summer school is defined as a teacher and student(s) formally involved in direct instruction during the time when associate school districts are on summer break.

##### B. Supplemental Contracts

Certified employees shall be provided a supplemental contract and be paid at the per diem rate for work outside the standard contract year, such as curriculum development work, CTSO competitions in a capacity that involves the direct supervision of students, and District-required professional development related to the teacher's area of instruction, payable within thirty days of completion of the work as approved by the immediate supervisor/ administrator. Additionally, a per diem rate will be paid only when (1) Butler Tech requests a certified employee to attend a conference or a certified employee requests to attend a conference for per diem pay; and (2) the approval for professional leave and payment of per diem is obtained in advance and in writing from the employee's immediate supervisor or administrative designee. Staff will not be paid to attend professional development activities that are not approved for per diem pay, although funds may be available to pay for registration and other professional development related costs. All other activities not clearly posted or communicated in writing as voluntary shall be paid at a rate of \$26 per hour, which may include committee

work and judging CTSO competitions.

C. Weekend Duties

Any member assigned to weekend duties accompanying students to meetings required and approved for a Career Technical Student Organization, shall be paid his/her per diem for each day spent in the performance of these duties. Satellite teaching staff who are required to attend staff meetings prior and not contiguous to the start of the school year shall be paid at the per diem rate. If a staff meeting is required for an approved committee assignment, it will be paid at the \$26 hourly rate. If a staff meeting is posted and communicated in writing is voluntary, no compensation shall be paid.

10.3.5 Travel Allowance

If a member is required to use his/her own vehicle during the course of his/her work, the District shall reimburse the employee at the current standard published IRS mileage rate for business use of one's personal vehicle.

10.3.6 Vacation Pay for Support Service Employees

- A. Vacation pay shall be based on hours normally worked.
- B. Vacation pay shall be computed based upon the member's regular rate of pay in effect on the last day worked before vacation.
- C. A member shall be compensated for any pay rate increases scheduled to occur during vacation.

10.3.7 Payroll Practices

A. Method of Payment

All employees of the Board will be required to utilize direct deposit for their paychecks.

B. Pay Periods

All members will be paid twenty-four (24) times per year. Pay dates shall be established as the 5<sup>th</sup> of the month and the 20<sup>th</sup> of the month. If the regular pay date falls on a bank holiday or a weekend, the pay will be issued on the work day prior to the regular pay date.

C. Payroll Deductions

The Board shall provide, through its CFO, payroll deductions of the matters listed below as a service to the members, without charge to members.

- 1. Association Dues - Political Contributions (FCPE) - Fair Share Fee
- 2. Credit Union
- 3. Premiums for insurance purchased through the District

4. Purchase of Ohio Tuition Credits
5. Purchase of past service credit for STRS
6. Retirement
7. State, Federal, Local Income Taxes and Medicare
8. Tax sheltered annuities, provided there is a minimum of five enrollees for any new company
9. United Way donations (employee contribution must be a minimum of \$10.00 per pay)

D. Reimbursement/Time Sheets

To receive reimbursement for any permitted expense in accordance with board policy, and in order to receive pay for any time worked in accordance with this agreement, the employee must submit documentation for reimbursement/time work (e.g., receipts, timesheets, etc.) within 60 calendar days of the date giving rise to the reimbursement/time worked.

10.3.8 Payroll Deduction Reporting Procedures

A. IRS 125 Plan

The Board shall make available to the members the 125 cafeteria plan.

B. STRS/SERS Pick-Up

1. Definitions

a. Annual Salary

The adjusted salary plus the employer pick-up of the member's contribution to STRS and SERS.

b. Adjusted Salary

The annual salary minus the employer pick-up (salary which appears on the member's W-2 form).

2. The Board herewith agrees with the Association to pickup (assume and pay) contributions to the State Teachers Retirement System and the State Employees Retirement System upon behalf of the members in the bargaining unit on the following terms and conditions:

- a. An amount equal to the member's total contribution will be picked up and paid on behalf of each member including contributions on supplemental earnings.
- b. The Board shall compute and remit all applicable contributions to STRS and SERS based upon annual salaries and any other earned compensation(s).
- c. The pick-up percentage shall apply uniformly to all members of the bargaining

unit and no member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

- d. Said pick-up shall not result in additional cost to the Board.
- e. The pick-up shall become effective immediately upon the signing of this document.

#### 10.4 Tuition Supplement

- 10.4.1 Tuition assistance will be paid to employees to assist in the tuition costs not to exceed three thousand dollars (\$3,000) in any one fiscal year and will be for tuition costs only when he/she has completed the course with at least a “B” or “Pass” grade. Tuition payments will be distributed on a quarterly basis. In addition to coursework, tuition assistance may be paid to employees to reimburse costs associated with the attainment or renewal of national board certification. Tuition payments will be distributed on a monthly basis. The fiscal year runs from July 1 through June 30. The start date of the class will determine the fiscal year for reimbursement purposes. Requests for tuition reimbursement must be submitted to the administration within 12 months of completing the course.

An employee is eligible for twice the typical reimbursement amount for purposes of alternative licensure; \$3,000 in each of the first four (4) semesters of employment.

- 10.4.2 The employee must have been employed by the district for two (2) consecutive semesters to be eligible to participate in this program. This provision shall not apply to career technical instructors who are applying for initial licensure through an alternative route.
- 10.4.3 All courses, technical courses included, must be pre-approved by the Superintendent/CEO or designee within thirty (30) days prior to the starting date of the course. Courses will relate to the member’s present assignment or be designed to improve professional competence or promote skills that would benefit Butler Tech, in the discretion of Butler Tech.

## ARTICLE XI – DURATION

This Agreement shall become effective July 1, 2019, upon ratification and approval by both parties and shall continue in full force and effect through June 30, 2022.

This Agreement was executed on the 18th day of June, 2019.

**FOR THE BUTLER TECHNOLOGY  
AND CAREER DEVELOPMENT  
SCHOOLS BOARD OF EDUCATION**




Board President

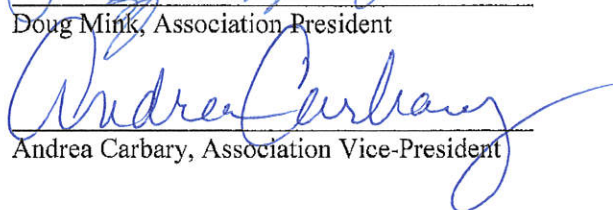


Paul Carpenter, Chief Financial Officer

**FOR THE BUTLER EDUCATION  
ASSOCIATION**



Doug Mink, Association President



Andrea Carbary, Association Vice-President

## **SALARY SCHEDULES**

2019-20 CERTIFIED/LICENSED STAFF .....	A1
2019-20 SUPPORT SERVICE STAFF (SECRETARIAL) .....	B1
2019-20 SUPPORT SERVICE STAFF (MAINTENANCE, CUSTODIAL) .....	C1
2019-20 SUPPORT SERVICE STAFF (EDUCATIONAL ASSISTANT) .....	D1
2019-20 SUPPORT SERVICE STAFF (DISTRIBUTION) .....	E1
2020-21 CERTIFIED/LICENSED STAFF .....	F1
2020-21 SUPPORT SERVICE STAFF (SECRETARIAL) .....	G1
2020-21 SUPPORT SERVICE STAFF (MAINTENANCE, CUSTODIAL) .....	H1
2020-21 SUPPORT SERVICE STAFF (EDUCATIONAL ASSISTANT) .....	I1
2020-21 SUPPORT SERVICE STAFF (DISTRIBUTION) .....	J1
2021-22 CERTIFIED/LICENSED STAFF .....	K1
2021-22 SUPPORT SERVICE STAFF (SECRETARIAL) .....	L1
2021-22 SUPPORT SERVICE STAFF (MAINTENANCE, CUSTODIAL) .....	M1
2021-22 SUPPORT SERVICE STAFF (EDUCATIONAL ASSISTANT) .....	N1
2021-22 SUPPORT SERVICE STAFF (DISTRIBUTION) .....	O1



**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**TEACHING STAFF**

3.00%

2019-20 Contract Year  
185 Days

<b>STEP</b>	<b>Bachelors</b>	<b>Bachelor 150</b>	<b>Master</b>	<b>Master 15</b>
-	43,262	45,380	47,541	49,751
1	45,116	47,371	49,663	52,001
2	46,981	49,358	51,783	54,250
3	48,842	51,351	53,899	56,496
4	51,190	53,339	56,022	58,748
5	52,563	55,327	58,141	60,997
6	54,422	57,320	60,263	63,249
7	56,280	59,310	62,383	65,494
8	58,141	61,301	64,506	67,746
9	60,002	63,291	66,621	69,999
10	61,867	65,278	68,743	72,249
11	63,724	67,270	70,863	74,498
12	65,585	69,258	72,978	76,742
13	67,442	71,247	75,099	78,992
14	69,301	73,241	77,222	81,244
15	69,301	73,241	77,222	81,244
16	69,301	73,241	77,222	81,244
17	69,301	73,241	77,222	81,244
18	73,023	77,222	81,459	85,740
19	73,023	77,222	81,459	85,740
20	73,023	77,222	81,459	85,740
21	73,023	77,222	81,459	85,740
22	76,742	81,204	85,701	90,243

\*Substitutes: Step 0 of the Salary Schedule after 60 consecutive days in the same assignment.

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**SECRETARIAL**

3.00%

2019-20 Contract Year  
260 Days

	<b>SECRETARY I</b>		<b>SECRETARY II</b>		<b>SECRETARY III</b>	
STEP	HOUR	ANNUAL	HOUR	ANNUAL	HOUR	ANNUAL
0	16.43	34,184	18.50	38,480	20.53	42,707
1	16.93	35,207	19.07	39,662	21.20	44,094
2	17.45	36,298	19.60	40,775	21.83	45,412
3	17.93	37,298	20.20	42,025	22.43	46,662
4	18.45	38,366	20.77	43,207	23.07	47,980
5	18.97	39,457	21.33	44,366	23.72	49,344
6	19.47	40,503	21.90	45,548	24.32	50,594
7	19.95	41,503	22.48	46,753	24.87	51,731
8	20.47	42,571	23.03	47,912	25.60	53,253
9	20.99	43,662	23.62	49,139	26.24	54,572
10	21.49	44,707	24.18	50,299	26.84	55,822
14	22.50	46,798	25.33	52,685	28.12	58,481
18	23.50	48,889	26.43	54,981	29.37	61,095
22	24.50	50,958	27.59	57,390	30.66	63,777

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**MAINTENANCE, CUSTODIAL**  
3.00%

2019-20 Contract Year  
260 Days

	<b>Maintenance</b>		<b>Custodial</b>	
<b>STEP</b>	<b>HOUR</b>	<b>ANNUAL</b>	<b>HOUR</b>	<b>ANNUAL</b>
0	25.94	53,958	16.45	34,207
1	26.63	55,390	16.93	35,207
2	27.27	56,731	17.45	36,298
3	27.93	58,095	17.93	37,298
4	28.62	59,527	18.45	38,366
5	29.27	60,890	18.97	39,457
6	29.93	62,254	19.45	40,457
7	30.60	63,640	19.94	41,480
8	31.25	65,004	20.47	42,571
9	31.91	66,368	20.98	43,639
10	32.57	67,754	21.49	44,707
14	33.93	70,573	22.50	46,798
18	35.26	73,346	23.50	48,889
22	36.61	76,141	24.50	50,958

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**EDUCATIONAL ASSISTANT**

3.00%

2019-20 Contract Year  
190 Days (8 hours)

	<b>Educational Assistant I</b>		<b>Educational Assistant II</b>	
STEP	HOUR	ANNUAL	HOUR	ANNUAL
0	16.70	25,379	18.20	27,671
1	17.36	26,392	18.86	28,668
2	17.88	27,173	19.53	29,681
3	18.70	28,419	20.20	30,711
4	19.38	29,465	20.88	31,741
5	20.05	30,478	21.53	32,721
6	20.71	31,475	22.22	33,767
7	21.37	32,488	22.87	34,764
8	22.03	33,485	23.54	35,777
9	22.71	34,514	24.21	36,807
10	23.40	35,561	24.90	37,853
14	24.70	37,537	26.24	39,879
18	26.01	39,530	27.58	41,922
22	27.34	41,557	28.91	43,949

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**DISTRIBUTION**

3.00%

2019-20 Contract Year  
260 Days

	<b>Distribution</b>	
<b>STEP</b>	<b>HOUR</b>	<b>ANNUAL</b>
0	14.66	30,502
1	15.09	31,388
2	15.53	32,298
3	15.99	33,252
4	16.45	34,207
5	16.89	35,139
6	17.34	36,070
7	17.80	37,025
8	18.25	37,957
9	18.70	38,889
10	19.16	39,843
14	20.03	41,662
18	20.96	43,594
22	21.84	45,435

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**TEACHING STAFF**

3.00%

2020-21 Contract Year  
185 Days

<b>STEP</b>	<b>Bachelors</b>	<b>Bachelor 150</b>	<b>Master</b>	<b>Master 15</b>
-	44,560	46,741	48,967	51,243
1	46,469	48,792	51,153	53,561
2	48,390	50,839	53,336	55,878
3	50,308	52,891	55,516	58,191
4	52,725	54,940	57,703	60,511
5	54,140	56,987	59,885	62,827
6	56,055	59,040	62,071	65,146
7	57,969	61,090	64,254	67,458
8	59,885	63,140	66,441	69,778
9	61,802	65,190	68,620	72,099
10	63,723	67,236	70,805	74,416
11	65,635	69,288	72,989	76,733
12	67,553	71,336	75,168	79,044
13	69,465	73,384	77,352	81,362
14	71,380	75,438	79,539	83,682
15	71,380	75,438	79,539	83,682
16	71,380	75,438	79,539	83,682
17	71,380	75,438	79,539	83,682
18	75,214	79,539	83,903	88,313
19	75,214	79,539	83,903	88,313
20	75,214	79,539	83,903	88,313
21	75,214	79,539	83,903	88,313
22	79,044	83,640	88,272	92,950

\*Substitutes: Step 0 of the Salary Schedule after 60 consecutive days in the same assignment.

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**SECRETARIAL**

3.00%

2020-21 Contract Year  
260 Days

	<b>SECRETARY I</b>		<b>SECRETARY II</b>		<b>SECRETARY III</b>	
STEP	HOUR	ANNUAL	HOUR	ANNUAL	HOUR	ANNUAL
0	16.93	35,210	19.05	39,634	21.15	43,988
1	17.43	36,263	19.64	40,851	21.83	45,417
2	17.97	37,387	20.19	41,999	22.49	46,774
3	18.47	38,417	20.81	43,286	23.11	48,062
4	19.00	39,517	21.40	44,504	23.76	49,420
5	19.54	40,641	21.97	45,697	24.43	50,824
6	20.06	41,718	22.56	46,915	25.05	52,112
7	20.55	42,748	23.15	48,156	25.62	53,282
8	21.08	43,848	23.73	49,350	26.37	54,851
9	21.62	44,972	24.33	50,614	27.02	56,209
10	22.14	46,049	24.91	51,808	27.64	57,496
14	23.17	48,202	26.09	54,266	28.96	60,235
18	24.21	50,356	27.23	56,630	30.25	62,928
22	25.23	52,487	28.42	59,112	31.58	65,690

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**MAINTENANCE, CUSTODIAL**  
3.00%

2020-21 Contract Year  
260 Days

	Maintenance		Custodial	
STEP	HOUR	ANNUAL	HOUR	ANNUAL
0	26.72	55,577	16.94	35,233
1	27.43	57,052	17.43	36,263
2	28.09	58,433	17.97	37,387
3	28.77	59,837	18.47	38,417
4	29.48	61,312	19.00	39,517
5	30.15	62,717	19.54	40,641
6	30.83	64,122	20.03	41,671
7	31.51	65,550	20.54	42,724
8	32.19	66,954	21.08	43,848
9	32.86	68,359	21.61	44,948
10	33.55	69,787	22.14	46,049
14	34.95	72,690	23.17	48,202
18	36.32	75,546	24.21	50,356
22	37.70	78,425	25.23	52,487



**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**EDUCATIONAL ASSISTANT**

3.00%

2020-21 Contract Year  
190 Days (8 hours)

	<b>Educational Assistant I</b>		<b>Educational Assistant II</b>	
STEP	HOUR	ANNUAL	HOUR	ANNUAL
0	17.20	26,141	18.75	28,501
1	17.88	27,184	19.43	29,528
2	18.41	27,988	20.11	30,572
3	19.26	29,271	20.81	31,632
4	19.97	30,349	21.51	32,693
5	20.65	31,393	22.17	33,702
6	21.33	32,419	22.88	34,780
7	22.01	33,463	23.56	35,806
8	22.69	34,489	24.24	36,850
9	23.39	35,550	24.94	37,911
10	24.10	36,628	25.65	38,989
14	25.44	38,663	27.02	41,076
18	26.79	40,716	28.41	43,180
22	28.16	42,804	29.78	45,267

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**DISTRIBUTION**

3.00%

2020-21 Contract Year  
260 Days

	<b>Distribution</b>	
STEP	HOUR	ANNUAL
0	15.10	31,417
1	15.54	32,330
2	15.99	33,266
3	16.47	34,250
4	16.94	35,233
5	17.40	36,193
6	17.86	37,153
7	18.33	38,136
8	18.80	39,096
9	19.26	40,056
10	19.73	41,039
14	20.63	42,912
18	21.59	44,901
22	22.50	46,798

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**TEACHING STAFF**

3.00%

2021-22 Contract Year  
185 Days

<b>STEP</b>	<b>Bachelors</b>	<b>Bachelor 150</b>	<b>Master</b>	<b>Master 15</b>
-	45,897	48,143	50,436	52,780
1	47,864	50,256	52,688	55,168
2	49,842	52,364	54,937	57,554
3	51,817	54,478	57,182	59,936
4	54,307	56,588	59,434	62,326
5	55,764	58,697	61,681	64,712
6	57,736	60,811	63,933	67,101
7	59,708	62,922	66,182	69,482
8	61,681	65,035	68,434	71,872
9	63,656	67,146	70,678	74,261
10	65,634	69,253	72,929	76,649
11	67,605	71,367	75,179	79,035
12	69,579	73,476	77,423	81,415
13	71,549	75,586	79,673	83,802
14	73,522	77,701	81,925	86,192
15	73,522	77,701	81,925	86,192
16	73,522	77,701	81,925	86,192
17	73,522	77,702	81,925	86,192
18	77,470	81,925	86,420	90,962
19	77,470	81,925	86,420	90,962
20	77,470	81,925	86,420	90,962
21	77,470	81,925	86,420	90,962
22	81,415	86,149	90,920	95,739

\*Substitutes: Step 0 of the Salary Schedule after 60 consecutive days in the same assignment.

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**SECRETARIAL**

3.00%

2021-22 Contract Year  
260 Days

	<b>SECRETARY I</b>		<b>SECRETARY II</b>		<b>SECRETARY III</b>	
STEP	HOUR	ANNUAL	HOUR	ANNUAL	HOUR	ANNUAL
0	17.44	36,266	19.63	40,823	21.78	45,308
1	17.96	37,351	20.23	42,077	22.49	46,779
2	18.51	38,508	20.80	43,259	23.16	48,178
3	19.02	39,569	21.43	44,585	23.80	49,504
4	19.57	40,703	22.04	45,839	24.47	50,902
5	20.12	41,860	22.63	47,068	25.17	52,349
6	20.66	42,969	23.23	48,322	25.81	53,675
7	21.17	44,030	23.85	49,600	26.39	54,881
8	21.71	45,163	24.44	50,830	27.16	56,497
9	22.27	46,321	25.06	52,132	27.83	57,895
10	22.80	47,430	25.65	53,362	28.47	59,221
14	23.87	49,648	26.87	55,894	29.83	62,042
18	24.94	51,867	28.04	58,329	31.16	64,815
22	25.99	54,061	29.27	60,885	32.53	67,661

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**MAINTENANCE, CUSTODIAL**  
3.00%

2021-22 Contract Year  
260 Days

	Maintenance		Custodial	
STEP	HOUR	ANNUAL	HOUR	ANNUAL
0	27.52	57,244	17.45	36,290
1	28.25	58,763	17.96	37,351
2	28.94	60,186	18.51	38,508
3	29.63	61,633	19.02	39,569
4	30.36	63,152	19.57	40,703
5	31.06	64,598	20.12	41,860
6	31.75	66,045	20.64	42,921
7	32.46	67,516	21.16	44,006
8	33.16	68,963	21.71	45,163
9	33.85	70,410	22.26	46,297
10	34.56	71,881	22.80	47,430
14	36.00	74,871	23.87	49,648
18	37.41	77,812	24.94	51,867
22	38.84	80,778	25.99	54,061

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**EDUCATIONAL ASSISTANT**

3.00%

2021-22 Contract Year  
190 Days (8 hours)

	<b>Educational Assistant I</b>		<b>Educational Assistant II</b>	
<b>STEP</b>	<b>HOUR</b>	<b>ANNUAL</b>	<b>HOUR</b>	<b>ANNUAL</b>
0	17.71	26,925	19.31	29,357
1	18.42	28,000	20.01	30,414
2	18.97	28,828	20.72	31,489
3	19.84	30,149	21.43	32,581
4	20.57	31,260	22.15	33,674
5	21.27	32,334	22.84	34,713
6	21.97	33,392	23.57	35,823
7	22.68	34,467	24.26	36,881
8	23.37	35,524	24.97	37,956
9	24.09	36,616	25.69	39,048
10	24.82	37,726	26.42	40,158
14	26.20	39,823	27.83	42,308
18	27.59	41,938	29.26	44,475
22	29.01	44,088	30.67	46,625

**BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS  
ADOPTED SALARY SCHEDULE**

**DISTRIBUTION**

3.00%

2021-22 Contract Year  
260 Days

STEP	Distribution	
	HOUR	ANNUAL
0	15.56	32,360
1	16.01	33,300
2	16.47	34,264
3	16.96	35,277
4	17.45	36,290
5	17.92	37,279
6	18.40	38,267
7	18.88	39,280
8	19.36	40,269
9	19.84	41,257
10	20.32	42,270
14	21.25	44,199
18	22.23	46,249
22	23.17	48,202

**Butler Technology and Career Development Schools**  
**GRIEVANCE FORM**

Name of Grievant:	Position:	Date:	
Work Location:	Administrator:		
<b>Section for Grievance:</b>			
Briefly state the problem, indicating alleged violation, misinterpretation, or misapplication of this Agreement. (Attach separate page if extra space is needed)			
Did grievant have verbal discussion with supervisor/administrator?		Yes	No
What remedy is sought?			
Signature of Grievant:			Date:

<b>LEVEL I</b>	
Section for Supervisor/Administrator's Response:	
Supervisor/Administrator Signature:	Date:

<b>Appeal Section: Level I</b>	
I desire to appeal the above decision.	
Signature of Appellant:	Date:
Signature of Chairperson BEA Grievance Committee:	Date:



<b>LEVEL II</b>	
Section for Administrator's Response:	
Administrator Signature:	Date:

<b>Appeal Section: Level II</b>	
I desire to appeal the above decision.	
Signature of Appellant:	Date:
Signature of Chairperson BEA Grievance Committee:	Date:

Level II Distribution:    1 – Administrator                      1 – Superintendent/CEO                      1 – Grievant                      1 – BEA

<b>LEVEL III</b>	
Section for Superintendent/CEO's Response:	
Superintendent/CEO Signature:	Date:

<b>Appeal Section: Level III</b>	
I desire to appeal the above decision.	
Signature of Appellant:	Date:
Signature of Chairperson BEA Grievance Committee:	Date:

Level III Distribution:    1 – Administrator                      1 – Superintendent/CEO                      1 – Grievant                      1 – BEA

## BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS

## CERTIFIED SUPPORT STAFF EVALUATION

STAFF MEMBER:	LOCATION:	DATE:
POSITION:	EVALUATOR:	

Key: **ME** - Meets Expectations – one who demonstrates competency and meets the needs of their assignment.

**NI** - Needs Improvement – one who demonstrates a reasonable degree of competency but must improve to meet the needs of their assignment.

**U** - Unsatisfactory – one who **does not** demonstrate competency to meet accepted standards, not the needs of their assignment.

**NA** - Not applicable – Not relevant to staff member's current assignment.

\*Any item marked with a **NI** or **U** must have documentation attached that identifies the remediation and specific prescriptive measures for improvement.

I. Professional Effectiveness	ME	NI	U	NA	Evaluator Comments
A. Skills and Techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Job Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Student Relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Management/Organization of Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Staff Relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Adheres to School Board Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Parent Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
I. Professional Growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
J. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
K. As of this date, employee has missed _____ day(s) of work.					

STAFF MEMBER COMMENTS

STAFF MEMBER COMMENTS (Continued)

EVALUATOR COMMENTS

(ADDITIONAL COMMENTS MAY BE ATTACHED)

I have examined and discussed this evaluation with my supervisor. My signature neither indicates agreement or disagreement with this evaluation.

STAFF MEMBER SIGNATURE:

DATE:

EVALUATOR SIGNATURE:

DATE:

# Butler Technology and Career Development Schools

## Support Service Staff Evaluation

STAFF MEMBER:	LOCATION:	DATE:
POSITION:	EVALUATOR:	

Key: **ME** - Meets Expectations – one who demonstrates competency and meets the needs of their assignment.  
**NI** - Needs Improvement – one who demonstrates a reasonable degree of competency but must improve to meet the needs of their assignment.  
**U** - Unsatisfactory – one who **does not** demonstrate competency to meet accepted standards, nor the needs of their assignment.  
**NA** - Not Applicable – Not relevant to staff member's current assignment.

\*Any item marked with a **NI** or **U** must have documentation attached that identifies the remediation and specific prescriptive measures for improvement.

<b><i>I. Performance Factors</i></b>	ME	NI	U	NA	Evaluator Comments
<b>A. Quality of Work:</b> Consider accuracy, neatness, and orderliness of completed work. Incidence of errors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B. Quantity of Work:</b> Consider amount of work accomplished. Consider speed and consistency. Does employee meet schedules and deadlines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>C. Knowledge:</b> Consider knowledge or methods, skills, use of materials, and other fundamental information required for job performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D. Relationship With People:</b> Consider ability to work harmoniously with subordinates, co-workers, administrators, students and the public. Uses tact and friendliness, displays flexibility and positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>E. Dependability:</b> Consider degree to which an employee can be relied upon to do the job with minimum supervision. Does employee carry through with assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>F. Work Habits/Accountability:</b> Consider organization of work, care of equipment, safety procedures, judicious use of materials and supplies. Does not conduct personal business on the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>G. Image:</b> Maintains an image which is neat and appropriate for the job. Practices good personal hygiene.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>H. Initiative:</b> Consider professional development efforts. Is self starter in performing job requirements. Assists others when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>I. Attendance/Punctuality:</b> Consider absence record, tardiness to work, and adherence to lunch and break schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>I. Performance Factors</b>	<b>ME</b>	<b>NI</b>	<b>U</b>	<b>NA</b>	<b>Evaluator Comments</b>
<b>J. Judgment:</b> Consider ability to establish priorities, to make logical decisions, to identify and evaluate alternative solutions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>K.</b> As of this date, employee has missed          day(s) of work.					

**STAFF MEMBER COMMENTS:**

**EVALUATOR COMMENTS:**

(ADDITIONAL COMMENTS MAY BE ATTACHED)

I have examined and discussed this evaluation with my supervisor. My signature neither indicates agreement or disagreement with this evaluation.

STAFF MEMBER SIGNATURE:	DATE:
EVALUATOR SIGNATURE:	DATE: