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AGREEMENT
BETWEEN
PROFESSIONALS GUILD OF OHIO
AND
THE AURORA ACADEMY

2012-2015

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ARTICLE 1. RECOGNITION

SECTION 1

The Aurora Academy of Toledo, hereinafter "Employer," recognizes Professionals Guild of Ohio, hereinafter "Union," as the sole and exclusive collective bargaining agent representing the bargaining unit. The bargaining unit shall be defined as all full-time and regular part-time teaching and non-teaching employees but excluding all management level, confidential and supervisory employees including the Director.

ARTICLE 2. NEGOTIATIONS PROCEDURES

SECTION 1.

Request to Negotiate

All requests to initiate negotiations shall be made in writing. The request initiated by the Union shall be addressed to the School Attorney and the request initiated by the Employer shall be directed to the Executive Director of the Union. The parties shall schedule a bargaining session at a mutually agreeable time and place within 21 days of the other party's receipt of the request to negotiate. Such request shall be made in writing, and sent by certified mail, return receipt requested. All negotiations shall be conducted in accordance with the provisions of this contract as hereinafter set forth.

SECTION 2.

Negotiations Sessions

At the first meeting, the parties shall present their specific negotiation proposals and explain them to each other.

SECTION 3.

Negotiations Team

Each team shall be made up of up to five (5) people of the party's choice, however, a maximum of two employees representing the union will be released from their duties and will not suffer any loss of wages nor be required to utilize Paid Time Off. Each team shall designate a spokesperson.

SECTION 4.

Information
The designated representatives of the Employer and Union agree to make available to each other upon request and within a reasonable period of time, available information on issues being negotiated.

SECTION 5.

Caucuses
Either party shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one-half hour unless otherwise mutually agreed.

SECTION 6.

Item Agreement
As negotiation items receive tentative agreement, they shall be reduced to writing initialed by each party.

SECTION 7.

Agreement
If the teams reach a tentative agreement, the agreement shall be reduced to writing and signed by the spokesperson. Each team will recommend favorably to its constituency the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Union for possible ratification and the results of the ratification vote by the Union's membership shall be communicated to the President of the Board, in writing, by the President of the Union. Upon receipt of notification that the Union has ratified the agreement, the Board shall meet within 14 calendar days to consider the acceptance or rejection of the tentative agreement. Only if the agreement is ratified and approved by both the Union and the Board shall it become part of this contract.

ARTICLE 3. MANAGEMENT RIGHTS

SECTION 1.

The Union agrees that the Employer retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it Section 4117.08(C).

The Union recognizes that the Aurora Academy is an entity of government established and operating under the provisions of the Ohio Revised Code and the Ohio Administrative Code.

The Union recognizes that the power, authority, and responsibility of the Executive Director and the Board arise from, and must be exercised in accordance with, the provisions of the Ohio Revised Code. The Union gives full, complete due recognition of the Executive Director and the Board's legal status, its legal duties, rights and obligations.

The union specifically recognizes the right and authority of the Executive Director and the Board to administer the business of the school. Accordingly, in addition to other functions and responsibilities which are not specifically mentioned in this agreement, the Union recognizes that the Board have and will retain the full right and responsibility to direct the operations of the school, to promulgate rules and regulations and to otherwise exercise its prerogative of management, and in this connection to determine the number and location of its physical facilities; the services to be delivered; the size and composition of the work force; the type of work to be performed; the schedule of services delivery; the shift schedule and hours of work; the methods and processes of service delivery; and to make and apply reasonable work rules, reasonable rules of conduct, and reasonable rules and regulations for service delivery.

The union recognizes further that the Executive Director and the Board have the right and responsibility to demote, discharge, or otherwise discipline an employee for just cause, to lay off because of lack of work or other cause, and to transfer and promote employees, unless otherwise herein stated, provided that all employees covered by this agreement shall be treated with equal justice without violations of the terms of this agreement and all shall be entitled to use the mediums provided by this agreement for review and adjustment of grievances.

Section 2.

Nothing in this Article relieves the Employer of its duty under Section 4117.08(C) of the Ohio Revised Code to bargain with the Union the affects of any exercise management rights on wages, hours, terms and other conditions of employment.

ARTICLE 4. UNION RIGHTS

SECTION 1.

Upon request from the union, the representative shall be provided with a packet of materials as provided to the school's board along with the board meeting minutes, with the exception of those materials which are confidential and/or privileged, as defined by law.

SECTION 2.

The Employer agrees to designate bulletin board space in the employee lounge for the Union to post Union information. The Union will provide all materials, (papers, folders, etc.) related to

Union business to the employees. It is understood that school copying and other office equipment are for use of the school staff in relationship to their work but not for Union activities.

SECTION 3.

The Union shall appoint not more than two stewards, one of whom shall be designated as Chief Steward. The Employer shall be deemed to have communicated with the Union if and when communications are given to the Chief Steward of the Union unless otherwise specified in this Agreement. The Union shall notify the Director within ten (10) days of the selection of stewards.

SECTION 4.

A representative/steward of the Union may meet with an employee or employees before the start of the employee's workday, at the end of the employees' workday or on the employee's lunch, or break time. In addition, a union representative/steward may meet with an employee during the employee's regular work time provided the representative has been given permission to do so by the Director or designee.

SECTION 5.

When a steward attends a grievance hearing or disciplinary hearing during his/her regularly scheduled workday, he/she shall not suffer any loss in salary. However, such time shall not exceed five hours per week.

SECTION 6.

The Union will be permitted to use the facilities of the Employer for meetings, provided that there is no additional cost to the Employer for such use.

SECTION 7.

The rights granted to the Union pursuant to this provision shall not be granted to any other competing employee organization.

ARTICLE 5. UNION SECURITY

SECTION 1.

The Employer will deduct normal and customary dues, initiation fees, and assessments from the monthly wages and salaries of all union members. Individual and written notification must be presented to the payroll office, and such dues will be deducted no later than thirty (30) days subsequent to the filing of the written application for deduction.

SECTION 2.

All deductions under this Article, along with an alphabetical list of names of all employees whose dues have been deducted, shall be transmitted to the Union within thirty (30) days following the date of the deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

SECTION 3.

The Union agrees to hold the Employer harmless from any and all claims, actions, demands, or suits, filed by employees arising from dues deductions or fair share fees authorized under this Article.

SECTION 4.

The Union agrees that upon receipt of the dues collected by the Employer, that it has the sole and exclusive obligation and responsibility for distribution of the funds.

SECTION 5.

The Employer agrees that after sixty (60) days following the beginning of employment, the employees in the bargaining unit who are not members of the Union pay a fair share fee. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed the dues currently paid by members of the Union who are in the same bargaining unit. The Non-member employee shall have all rights described under Section 4117.09 [C] of the Ohio Revised Code.

ARTICLE 6. PAYROLL DEDUCTIONS

SECTION 1.

Upon written request to the Treasurer of the fiscal agent for the Employer, made between August 1 and September 15 of each school year, the Treasurer shall make payroll deductions for any of the following:

United Way
Annuities, if available
Employees Credit Union, if available

ARTICLE 7. GRIEVANCE PROCEDURE

SECTION 1.

Purpose

The purpose of this procedure is to resolve a grievance at the lowest possible level. Both parties agree that grievances will be processed in accordance with this procedure.

SECTION 2.

Definitions

A. Grievance - A grievance is defined as a dispute between the Employer and the Union or member(s) of the bargaining unit regarding the interpretation or application of the terms of the collective bargaining agreement.

B. Grievant - A grievant shall mean the Union or member(s) of the bargaining unit initiating a grievance.

C. Appropriate Supervisor - For purposes of the grievance procedure, appropriate supervisor shall mean the individual who has direct supervision of the member of the collective bargaining unit filing the grievance.

D. Day - For purposes of this Article, day shall mean a day when the school is open for business.

SECTION 3.

Step One

A grievant shall have the right to file a written grievance with his or her supervisor. If said grievance is not filed within ten (10) school days of the occurrence of the event giving rise to the grievance, the grievant shall have waived his or her right to file a grievance. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and shall reference the specific provision of the contract allegedly violated. The supervisor shall take action on the grievance within three (3) days after receipt of same. The action taken and the reasons for the action shall be reduced to writing by the supervisor and sent to the grievant, the Union President and the Executive Director.

SECTION 4.

Step Two

If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Executive Director. Failure to file such appeal within five (5) days of receipt of the written decision of the supervisor shall be deemed a waiver of the right to appeal. The Executive Director shall take action on the grievance within three (3) days after receipt of same.

Step Three

If the action taken by the Executive Director does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board. Failure to file such appeal within seven (7) days of receipt of the written decision of the Executive Director shall be deemed a waiver of the right to appeal.

Upon the request of the grievant, a hearing shall be conducted by the Board. The hearing shall take place within fourteen (14) days of the receipt of the appeal or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented at such a hearing by a representative of the Union.

The Board shall take action on the appeal of the grievance within fourteen (14) days after the conclusion of the hearing or within fourteen (14) days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, Union President and the supervisor within fourteen (14) days after the conclusion of the hearing.

SECTION 5.

Step 4

If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to binding arbitration within fifteen (15) days of receipt of the Board's answer in Step Three. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within the five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel, and the arbitrator shall be selected by the parties alternately striking names until only one name remains. All arbitration hearings shall be held in the Aurora Academy unless the parties mutually agree otherwise.

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of this Agreement he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties in writing agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union, provided however that each party shall be responsible for compensating its own representatives and non-employee witnesses.

SECTION 6.

Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

SECTION 7.

Miscellaneous

A. The grievant and his/her representative shall be permitted to attend a grievance meeting or hearing with no loss of pay or benefits.
B. The grievance may be withdrawn by the grievant at any time without prejudice of record.
C. Records of grievances shall be kept confidential to the extent permitted by law.
D. If the grievant chooses not to be represented, a Union representative will be permitted to attend any grievance hearing as an observer.
E. The number of days indicated at each step in the procedure shall be the maximum and may be extended only by written mutual consent of the parties.
F. Failure of the grievant to comply with any of the time lines in the grievance procedure shall be cause for the grievance to be dismissed.
G. Failure of the Employer to meet the time lines at any step shall automatically advance the grievance to the next step of the grievance procedure.
H. The parties may by mutual agreement waive any steps or any of the time limits of this Article.

ARTICLE 8. EMPLOYMENT / EMPLOYEE DISCIPLINE

SECTION 1.

All newly hired employees shall serve a sixty (60) school day probationary period. The Employer may terminate the employment of a probationary employee at any time and for any reason during the probationary period. Such probationary discharge may not be appealed to any third party process, including arbitration, provided by this Agreement. At the completion of the probationary period, an employee shall become a regular employee at Aurora Academy who may be terminated or otherwise disciplined only for just and reasonable cause. Cause is defined as incompetency, inefficiency, dishonesty, violation of school drug/alcohol policy, job related immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, deliberate violations of Board policies, or other acts of misfeasance, nonfeasance, or malfeasance.

Section 2.

The Employer will normally follow the principles of progressive discipline, although certain acts may be sufficiently egregious as to require discharge upon the first occasion. Progressive discipline may include the following steps:

I. Oral reprimand, which may be noted by the supervisor and placed in the personnel file.

II. Written reprimand, which shall be placed in the personnel file.

III. Suspension / Forfeiture of paid leave, which shall be placed in the personnel file.

IV. Discharge

SECTION 3.

An employee who is discharged, suspended, demoted, or reprimanded in writing pursuant to this provision shall have the right to challenge the Employer's action through the grievance procedure described in Article 7 of this Agreement.

SECTION 4.

No employee shall be discharged, suspended, demoted, or reprimanded without a hearing before the Director or the Director's designated agent. Notice of such hearing shall be provided to the employee and the Chief Steward not later than seventy two (72) hours prior to the hearing. The employee shall have the right to be accompanied by a Union steward. At such hearing the employee will be given an opportunity to discuss the reasons for the discipline and to respond to the reasons. Hearings will not be held for verbal reprimands unless there is a threat of termination for the act triggering the reprimand.

SECTION 5.

If an employee is to be interviewed concerning a matter that may lead to discipline, that employee is permitted to be accompanied by a Union steward.

SECTION 6.

Providing that there are no intervening disciplinary actions concerning the same offense, disciplinary actions shall be removed from personnel records and have no effect according the following schedule:

Verbal Reprimands	3 months
Written Reprimands	6 months

Suspensions/Forfeiture of leave	21 months
Demotions	30 months, except that such removal shall not per se result in promotion to the former position.

Once discipline has been removed from a personnel file, it shall remain inactive indefinitely, but shall be placed in a separate personnel file for purposes of complying with the Public Records Law, Ohio Revised Code 149.43.

SECTION 7.

Teachers must possess a license or certification required for their jobs and comply with all requirements applicable to Community Schools under Ohio Revised Code. Teachers who do not possess full certification (e.g. teachers with substitute or temporary certificates) must complete not less than four (4) semester hours or the CEU equivalents during the ~~2009-2010~~ 2012-2015 and subsequent school years in order to have their contracts renewed for the subsequent year.

ARTICLE 9. LABOR MANAGEMENT COMMITTEE

SECTION 1.

At the request of the local representative of the Union, the Director shall meet as needed with Union representatives to discuss matters of mutual concern. The representatives shall not suffer a loss of pay during this meeting time.

ARTICLE 10. SENIORITY

SECTION 1.

For the purposes of this Agreement, seniority shall be defined as the total length of all service in pay status with the Employer.

SECTION 2.

Time spent on layoff or unpaid leave shall not be counted in determining accumulated seniority.

ARTICLE 11. PERSONNEL FILE

SECTION 1.

A personnel file of each member of the bargaining unit shall be maintained at the School offices. This file shall be considered confidential except to the extent that its contents are determined to be of public record. If an employee wishes to review his/her file, the employee shall request

access to the file in writing. This written request shall be given to the Director. The employee may review his/her file within two school days of the Director's receipt of the written request.

SECTION 2.

The file may be reviewed during the regular business hours of the School in the presence of the Director or designee. The employee may be accompanied by a representative of the Union when making this inspection.

SECTION 3.

The employee will be provided a copy of his/her evaluation and all disciplinary memoranda before they are placed in the employee's file. An employee may attach a written reply to any evaluation or disciplinary record contained in his/her file provided the employee does so within seven (7) work days of his/her receipt of the evaluation or disciplinary record. Any reply presented within time shall be attached to the appropriate document and remain part of the employee's permanent personnel record.

SECTION 4.

The employee may challenge timeliness, relevance or accuracy of the material contained in his/her file through the grievance procedure as described in Article 7 of this Agreement.

SECTION 5.

Members requesting copies of the contents of his/her file shall be charged twenty five cents (25¢) per copy for the material requested. The twenty five cent charge shall not apply to first copies provided to an employee pursuant to Section 3 of this Article.

SECTION 6.

Bargaining-unit members who resign from employment shall notify the Employer of their intent to resign at least three (3) weeks before their effective date of resignation. The Employer shall accept such resignation. In addition the Employer shall not take adverse action against bargaining-unit members who have provided the required notice and the Employer will provide such bargaining-unit members with either a neutral reference or a positive reference, unless legally required to do otherwise.

ARTICLE 12. EMPLOYEE EVALUATIONS

SECTION 1.

Each employee of the Employer will be evaluated by his or her supervisor in accordance with Section 3 below:

1. assess current job performance,
2. identify performance areas requiring improvement,
3. to establish performance objectives for the next evaluation period, and
4. to develop a plan for improvement of performance.

SECTION 2.

Upon completion of the employee's annual evaluation conference with the supervisor, he/she will be provided with a copy of the evaluation to be reviewed by him/her.

SECTION 3.

A. First year employees shall be observed by the Executive Director or the Associate Director no less than two times during each semester *for a total of four (4) times in the first year.* Each observation shall last a minimum of thirty (30) minutes and must note strengths as well as areas needing improvement. Following each observation, the employee shall meet with the observer to discuss the evaluation. The observer shall use the observation form approved by the board. The observer and the employee shall develop list of criteria on which to evaluate performance at the end of the year. The employee may add his/her comments to the observation form.

B. During the second and third years of employment each employee will be observed no less than once a year, following the same procedures in Subsection A. During the fourth year of employment and each year of employment thereafter, the employee will be observed no less than once a year, following the same procedures in Subsection A.

C. Copies of all observation forms, after being signed by the observer and the employee, will be placed in the employee's personnel file and a copy given to the employee.

ARTICLE 13. LAY-OFF AND RECALL

SECTION 1.

When the Employer determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of lack of funds or lack of work, the procedures of this Agreement shall govern the lay-off of employees.

SECTION 2.

Not later than thirty (30) days prior to any anticipated lay-off of nine or less Bargaining Unit employees, the Employer shall notify the Union. Before laying off ten (10) or more Bargaining Unit employees, the Employer will give the Union at least sixty (60) days notice. The Employer shall not be required to give sixty (60) days notice if (1) the Employer receives less than sixty (60) days notice that it will be required by law to close, (2) the Employer receives less than sixty (60) days notice that its charter will be revoked, or (3) the Employer receives less than sixty (60)

days notice that its charter will not be renewed. In addition to the foregoing, the Employer will notify the Union if the Employer becomes aware that its sponsor or the state is considering revoking or non-renewing its charter or otherwise requiring the Employer to close. Employer and Union representatives shall meet and confer as soon as practicable in order to discuss the lay-off of employees.

SECTION 3.

Order of Lay-off--In the classifications selected for lay-off, employees shall be laid off and have displacement rights within the classification, provided they meet the requirements of the position, in the following order:

1. Part-time employees, then
2. Full-time employees

with less seniority.

This provision does not apply to temporary employees who are exempt under R.C. 4117.01.

For purposes of this Article, a "classification" shall be defined as one of the following:

A. Certified Teachers, i.e. employees whose position requires a teaching license from the State of Ohio.
B. Certified Teacher Aides, i.e. paraprofessional aides whose position requires a certificate from the State of Ohio.
C. Non-certified Employees, i.e. employees whose position requires no certificate from the State of Ohio.

SECTION 4.

Within the Order of Lay-off, employees shall be retained, laid off, and have displacement rights within their specific job classification series on the basis of seniority, as defined in this Agreement. There shall be no bumping or displacement rights from one job classification series to another.

SECTION 5.

Laid off employees shall remain on recall lists according to job classification series for one (1) year from their last work day. Recall shall be in the reverse order of lay-off. If a vacancy occurs, the Employer shall notify the most senior employee, on the recall list in the classification of the vacancy, of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. Each employee is responsible for providing the Employer with his or her current address. If the Employer has not received the employee's written acceptance of the offer of recall within ten (10) days of the postmark of the notice of recall, the offer shall lapse and the employee shall be removed from the appropriate recall list.

SECTION 6.

The Employer shall post a Seniority List of the affected classifications fifteen (15) days prior to any anticipated lay-off.

SECTION 7.

Employee's notification of lay-off will be made at least fourteen (14) working days prior to the effective date of the layoff.

SECTION 8.

In the event of a tie in seniority, seniority will be determined by employee's date of original application, if available, and then by lottery.

ARTICLE 14. UNPAID LEAVE OF ABSENCE

SECTION 1.

Upon request of an employee, the Employer may grant a leave of absence without pay for not more than one year for any reason and shall grant said leave for up to one year where illness or other medical disability of the employee is the reason for the request.

SECTION 2.

The request for leave pursuant to this provision shall be in writing and shall state the specific reason for the requested leave, the date the leave is to begin and the date the leave is to end.

SECTION 3.

If the reason for the request is medical, the employee shall submit a doctor's certification stating the nature of the illness or injury and the time the employee will need to recover.

SECTION 4.

A probationary employee may not request leave beyond the term of his/her probationary period.

SECTION 5.

If an employee on personal time off or absent on an approved leave of absence fails to return to work upon the expiration of his/her leave, he/she shall be subject to termination at the discretion of the Employer unless he/she requests an extension of the leave and said extension is approved by the Employer. No more than one extension pursuant to this provision may be requested by the employee.

SECTION 6.

Employees on leave pursuant to this provision shall be permitted to purchase insurance benefits provided the employee pays the full amount of the premium for those benefits which he/she wishes to maintain 30 days in advance of the due date of the premium.

ARTICLE 15. PAID TIME OFF

Section 1.

Employees will accumulate paid time off at the rate of four and seven tenths (4.7) hours for every eighty hours worked. This paid time off may be used by the employee for any purpose, including but not limited to personal business, illness, family care, or any reason. Each employee may accumulate paid time off up to a maximum of two hundred forty (240) hours.

Section 2.

Except in case of illness or other unforeseen need, the employee must give his/her immediate supervisor reasonable notice (normally forty eight hours) of intent to use paid time off in order to enable the supervisor to replace the employee and avoid disruption in the school.

Section 3.

Paid time off may be used in increments of not less than one (1) hour and not more than the amount of time accumulated. An employee who fails to report to work on a regular work day without some other form of leave shall be deemed to have used paid time off to the extent that it is accumulated and available.

Section 4.

In addition to the Paid Time Off provided in Section 1, 2, and 3 above, employees shall be granted up to five (5) days of paid Funeral/Bereavement Leave at the death of a member of the employee's immediate family. An employee shall be granted up to one (1) day of paid Funeral/Bereavement Leave for other family members. The length of such leave may be extended at the discretion of the Director where travel out of county is involved.

Section 5.

If an employee uses three (3) or more consecutive days of Paid Time Off for personal illness, the Employer may require that the employee submit a statement from a health care provider justifying such use.

Section 6.

Except in cases of personal illness or injury or illness in the family, Paid Time Off may not be used to extend a holiday or school break.

Section 7.

An employee will not be permitted to exceed the number of PTO hours available during any pay period. If the employee exhausts PTO, the remainder of the employee's paycheck for that period will be calculated based upon the number of hours actually worked.

ARTICLE 16. FAMILY AND MEDICAL LEAVE ACT

Section 1.

The parties agree that the provisions of the Family and Medical Leave Act shall be applied to members of the bargaining unit.

ARTICLE 17. JURY DUTY

Section 1.

The Employer will pay an employee his/her full pay and benefits while the employee is serving as a juror. Employees shall return to work and perform their duties for the remainder of the work day on any day they are released from jury duty before the end of their regularly scheduled work day.

ARTICLE 18. CHILD CARE LEAVE

Section 1.

The Employer shall grant child care leave to an employee to care for a newly born infant or a newly adopted child under the age of five for a period of up to twelve (12) weeks or the remainder of the school year, whichever is longer.

Section 2.

Such leave shall be without pay, without accrual of paid time off and without insurance benefits, except as would be provided under the Family and Medical Leave Act and except that the employee may remain in the group insurance plans provided he/she pays to the Treasurer, thirty (30) days in advance of the due date, the premium for that insurance which he/she wishes to

maintain. Additionally, the employee must apply any accrued paid leave and compensatory time to the child care leave.

ARTICLE 19. HOURS OF WORK

Section 1.

The regular work hours for full-time employees shall be 7:45 a.m. to 3:45 p.m., inclusive of a duty-free paid lunch period of thirty (30) minutes, Monday through Friday, for one hundred ninety two (192) days of the regular academic year.

Section 2.

Certificated and licensed teachers and other licensed professionals are salaried professional employees. If such employees work in excess of the days or hours specified in Section 1 of this Article, they shall be paid a prorated sum based on their daily rate, i.e. the annual salary divided by one hundred ninety two (192). In the alternative, the employee may choose to receive compensatory time off.

Section 3.

Non-certificated staff are subject to the provisions of the Fair Labor Standards Act and shall be one and one-half (1½) times their hourly rate for any hours worked over forty (40) in a work week. For such purposes the week shall be defined as commencing after midnight on Monday morning and ending on Sunday at midnight.

Section 4.

If employees volunteer and are assigned to work in excess of the regular academic year (e.g. summer school), they shall be notified in writing. Such notification shall include the hours and dates to be worked.

Section 5.

The administration will either utilize the services of an outside Ohio Department of Education (ODE) Supplemental Educational Services (SES) provider or become an ODE SES provider to provide tutoring services to students. If Aurora utilizes the services of an outside ODE SES provider, and the ODE SES provider offers to retain Aurora Academy certificated and/or licensed employees, teachers will negotiate their hourly salary with the outside ODE SES provider. If Aurora Academy becomes an ODE SES provider and tutors students at Aurora Academy, Aurora Academy will retain current Aurora Academy teachers who will contact the union to negotiate a salary per this section.

Section 6.

In the event that the Employer closes the school due to inclement weather, all employees will be paid their regular wages for the time the school is closed.

Section 7.

In the event that an employee is unable to work or will be tardy, he/she shall notify the school by 6:30 a.m. or as early as possible.

Section 8.

Employees shall sign a sign-in sheet in the school office when they report to work and shall sign out on the same sheet when they leave or return to the building.

Section 9.

Employees shall be provided not less than six and one half (6.5) hours per week for preparation for instruction. Staff meetings are not considered preparation for instruction and will not be included in the 6.5 hours set aside for instruction preparation. If employees are required to work beyond the forty hour work week, they shall be compensated in conformity with the provisions of this Article.

Section 10.

The Employer may enter into supplemental contracts with employees at the rate of pay provided under this Agreement. Where the duties under such supplemental exceed the forty hour work week, the employees shall be compensated in conformity with the provisions of this Article.

Section 11.

All overtime work shall receive prior supervisory approval where practicable.

Section 12.

At least once per month, a two hour block of time during the regular work day shall be set aside (no students in the level) for level planning and professional development, alternating the use of the two hour block of time each month between these activities. For example, if in September, the two hour block of time is used for level planning, then October's two hour block of time will be set aside for professional development.

ARTICLE 20. SAVINGS CLAUSE

SECTION 1.

If any provision of this Agreement is held to be unlawful by a court of law or legislative authority, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, the Ohio General Assembly, or the United States Congress, both parties to the Agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision involved. Such negotiations shall not extend beyond a period of 30 calendar days from the date of the first meeting unless both parties mutually agree to an extension.

ARTICLE 21. COMPLETE AGREEMENT

SECTION 1.

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which could have been collectively bargained but which was excluded in this Agreement. The Employer and the Union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement by a written agreement or letter of understanding.

ARTICLE 22. MILITARY LEAVE

Section 1.

Employees shall be eligible to receive military leave in the manner and to the extent required by Ohio and Federal law.

ARTICLE 23. WORK RULES

Section 1.

The Employer may develop reasonable work rules governing the conduct of employees in the bargaining unit. Fourteen calendar days prior to implementation, new proposed work rules shall be provided to the Union for review and input.

Section 2.

The Employer shall provide to the Union a copy of all existing work rules.

ARTICLE 24. FAIR TREATMENT

SECTION 1.

There shall be no discrimination for or against any employee on account of race, religion, color, national origin, sex, marital status, union membership or activities, disability, political affiliation, age, or sexual orientation.

SECTION 2.

There shall be no discriminatory harassment of employees, including sexual harassment.

SECTION 3.

Employees shall be treated with respect for their personal dignity.

SECTION 4.

Employees shall be provided with the equipment, materials and resources needed to perform their duties.

SECTION 5.

Each employee will be provided with a job description clearly outlining the duties of the employee's position.

ARTICLE 25. NO STRIKE - NO LOCKOUT

Section 1.

The Union agrees not to strike.

Section 2.

The Employer agrees not to lock out bargaining unit employees.

ARTICLE 26. INSURANCE

Section 1.

The Employer will provide health, dental, and vision insurance to all bargaining unit employees and their dependents. Such insurance and the selections of insurers shall be those agreed to by the parties. The Employer will pay eighty per cent (80) of the cost of health and fifty per cent (50%) of the cost of dental and vision insurance.

ARTICLE 27. STAFF DEVELOPMENT

SECTION 1.

An Employee shall be reimbursed the cost of tuition for successfully completed work related and Employer preapproved courses (a grade of at least C or equivalent) in an accredited secondary school or an institution of higher learning to a maximum of one thousand two hundred dollars ($1,200.00) per year for full time employees and a proportional amount for part-time employees. The Employer's maximum total obligation under this Section shall be twelve thousand dollars ($12,000.00) in any contract year.

SECTION 2.

Employees shall be provided with paid leave and expense reimbursement for job related training opportunities they may choose to attend and for which they have received prior Employer approval.

SECTION 3.

Professional development shall be included in the school calendar. If a professional development day is scheduled by the administration or any change is made to the school calendar after the school calendar has been issued, or after September 1st of the academic year, whichever is later, employees will be informed by memo or email as soon as possible, but no later than two weeks before the scheduled professional development day or change to the school calendar. Attendance shall be included in the regular hours of work and work assignments of employees.

SECTION 4.

The Employer agrees to insure that parent and community volunteers are trained in the school's procedures and rules and their role in the school's program prior to being assigned to a classroom or library.

SECTION 5.

In addition to the work days provided in Article 19, Section 1, newly employed teachers may be required to report for up to five (5) additional work days for orientation and training. The newly employed teachers shall be paid their daily rate for each additional day.

ARTICLE 28. WAGES AND SALARIES

SECTION 1.

Employees shall be paid at the step rates provided in Appendix A or Appendix B, including appropriate step increases for returning employees. Aurora Academy will pay returning employees a $200.00 bonus no later than the last pay of January of the first year of this contract.

SECTION 2.

If the school stays in Continuous Improvement or moves up based on August 2012 school reports, returning teachers will be given a $250 bonus to be paid in the last pay in September 2012.

SECTION 3.

Employees will be paid on the fifteenth and last days of the month, unless the Fiscal Agent changes this schedule. In such instance, Employees will be paid according to the new schedule.

SECTION 4.

Employees who do not work an entire year may have their base wages paid to them over a twelve (12) month period.

SECTION 5.

In preparing for reopeners on wages and insurance, the Employer will provide all financial records normally provided to the Employer's Board to the Union and will make available the Board's Treasurer to assist in understanding the Employer's fiscal situation.

ARTICLE 29. HEALTH AND SAFETY

Section 1.

Employees have the right to work in safe and healthful conditions. All buildings and equipment shall be maintained in accordance with standards set by the Occupational Safety and Health Administration.

Section 2.

No employee shall knowingly be given an assignment that is dangerous to safety or health. However it is recognized by the parties that, due to the nature of the services and clientele served by the school, it is not always possible to know the circumstances an employee may face. It is the responsibility of the employee to bring concerns to the attention of the supervisor in order that the supervisor may take steps to insure the employee's health and safety. Upon receipt of such notice the supervisor will take reasonable steps to insure the safety and health of the employee.

Section 3.

Employees are required to follow all reasonable written safety rules and procedures established by the Employer.

ARTICLE 30. CLASS BUDGETS

Section 1.

The Employer shall provide a budgeted amount for each class for each school year of this Agreement. The money provided hereunder may be used to purchase instructional materials, in accordance with the Employer's purchasing policy, and services for use by the class. The amount is five hundred dollars ($500.00) per year.

ARTICLE 31. DURATION

Section 1.

The Agreement shall become effective as of July 1, 2012, and shall continue in effect until June 30, 2015.

Section 2.

There shall be annual reopeners of the Agreement on wages and insurance benefits. The effective date of the reopeners shall be June 30, 2013 and June 30, 2014.

FOR THE AURORA ACADEMY

~~Warren Davis~~ Diane Dudenhoefer
Aurora Academy Board President

Cindy Wilson
Aurora Academy Executive Director

FOR THE PROFESSIONALS GUILD OF OHIO

Chauncey Mason
Professionals Guild of Ohio Executive Director

Amelia Woodward
Professionals Guild of Ohio Field Representative

Amanda Weygand
Professionals Guild of Ohio Council 14 President

APPENDIX A—AURORA ACADEMY WAGE AND SALARY SCHEDULE—2012-2013
(3% Increase per educational level)

SERVICE YEARS	HOURLY NON-CERTIFIED	SALARIED BACHELOR	BACHELOR +15	BACHELOR +30	MASTER	MASTER +15	MASTER +30
0	$10.83	$25,996.80	$26,776.70	$27,580.01	$28,407.41	$29,259.63	$30,137.42
1	$11.05	$26,516.74	$27,312.24	$28,131.61	$28,975.55	$29,844.82	$30,740.16
2	$11.27	$27,047.07	$27,858.48	$28,694.24	$29,555.06	$30,441.72	$31,354.97
3	$11.49	$27,588.01	$28,415.65	$29,268.12	$30,146.17	$31,050.55	$31,982.07
4	$11.72	$28,139.77	$28,983.97	$29,853.48	$30,749.09	$31,671.56	$32,621.71
5	$11.96	$28,702.57	$29,563.64	$30,450.55	$31,364.07	$32,304.99	$33,274.14
6	$12.20	$29,276.62	$30,154.92	$31,059.57	$31,991.35	$32,951.09	$33,939.63
7	$12.44	$29,862.15	$30,758.02	$31,680.76	$32,631.18	$33,610.11	$34,618.42
8	$12.69	$30.459.39	$31,373.18	$32,314.37	$33,283.80	$34,282.32	$35,310.79
9	$12.94	$31,068.58	$32,000.64	$32,960.66	$33,949.48	$34,967.96	$36,017.00
10	$13.20	$31,689.95	$32,640.65	$33,619.87	$34,628.47	$35,667.32	$36,737.34

APPENDIX B AURORA ACADEMY WAGE AND SALARY SCHEDULE 2012-2013

SERVICE YEARS	Student-Teacher Liaison Annual	Enrollment-Attendance Officer Hourly	COST Hourly	Driver or Janitor Hourly	Cook Hourly
1	$27,583.40	$12.14	$12.69	$11.04	$9.18
2	$28,135.07	$12.38	$12.94	$11.26	$9.36
3	$28,697.77	$12.63	$13.20	$11.49	$9.55
4	$29,271.72	$12.88	$13.47	$11.72	$9.74
5	$29,857.16	$13.14	$13.74	$11.95	$9.93
6	$30,454.30	$13.40	$14.01	$12.19	$10.13
7	$31,063.39	$13.67	$14.29	$12.43	$10.33
8	$31,684.66	$13.95	$14.58	$12.68	$10.54
9	$32,318.35	$14.22	$14.87	$12.94	$10.75
10	$32,964.72	$14.51	$15.17	$13.19	$10.97

+$8,160.00 Supplemental