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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**APOLLO JOINT VOCATIONAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**APOLLO EDUCATION ASSOCIATION, OEA/NEA**

**Effective July 1, 2014  
through  
June 30, 2016**

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## ARTICLE 1 - RECOGNITION

- 1.01 The Apollo Joint Vocational School Board of Education, hereinafter called the "Board" recognizes the Apollo Education Association, an OEA/NEA affiliate, hereinafter called the "Association" as the sole and exclusive representative for the purpose of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.
- 1.02 The bargaining unit pursuant to the certification of the State Employment Relations Board on February 23, 1995, shall consist of all salary certificated employees employed or to be employed by the Board. Excluded are the cafeteria and maintenance employees; secretaries, hourly teachers, teaching assistants, Administration, and Supervisors.
- 1.03 All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified. Members of the bargaining unit shall be referred to as "employees" in this agreement.
- 1.04 No outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee outside of the bargaining unit may be used to eliminate an employee's job.

This provision shall not be construed to apply to supplemental contracts awarded in accordance with O.R.C. 3313.53, nor shall it be construed to prohibit the use by the School District of unpaid volunteers.

## ARTICLE 2 - NEGOTIATIONS PROCEDURE

- 2.01 Negotiating Teams -- The Board, or its designated representative(s), will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Each team may include a professional or lay consultant to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. All negotiations shall be conducted in executive session exclusively between said teams. Negotiating sessions shall be scheduled to avoid or minimize disruption of the employee's

assigned duties and instruction. With the approval of the Superintendent, Association team members may be released from their normal school duties to attend local negotiation sessions without loss of pay with no reprisal or punitive action.

2.02 Submission of Issues -- Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party no sooner than one hundred and twenty (120) days, but at least sixty (60) days prior to the expiration of this contract outlining their intent to bargain as defined by Ohio Revised Code 4117. All issues proposed by the Association or the Board for discussion shall be submitted in writing to representative(s) of each other's team at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. All meetings shall be called at times mutually agreed upon by the parties.

2.03 Procedure -- Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting such additional meetings shall be held, as the parties may require to reach an understanding of the issues, or until impasse is reached.

2.04 Caucus -- Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

2.05 Exchange of Information -- Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issues under consideration.

2.06 Progress Reports -- The parties agree that during the period of negotiations and prior to the time impasse may be declared, the proceedings of negotiations shall

not be released to the media unless such issuance has the prior approval of both parties.

2.07 Reaching Agreement -- As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the agreement as its official policy. The Association agrees to abide by the terms of the agreement and to take necessary action to advise its members of the terms of the agreement.

2.08 Disagreement --

- A. Responsibility -- The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.
- B. Assistance of Mediator
  - 1. The following alternate dispute settlement procedure shall replace O.R.C. 4117.14(C) (2) through 4117.14(D) (1) as provided for under O.R.C. 4117.14(C) (1) (f) in the negotiations for a successor contract.
  - 2. In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon the mediation process shall last for a minimum of ten (10) days or until the expiration date of the contract, whichever is less.
  - 3. O.R.C. 4117.14(D) (2) and provisions thereafter then apply.

2.09 Interim Bargaining --

- A. The terms and conditions of employment shall not be changed without following the procedures set forth in this Article 2.09.

If the Board proposes to change wages, hours, terms or conditions of employment of members of the bargaining unit during the term of the Agreement, the Superintendent, or his designee, shall give the Association President written notice requesting interim bargaining specifying such proposal.

- B. The Association will have thirty (30) calendar days in which to demand bargaining.
- C. Each party shall bargain in good faith. Failure to act accordingly may be the subject of an unfair labor practice action.
- D. The failure of the Association to demand interim bargaining over such subject shall not be construed as a waiver of the Association's right to demand bargaining in the future over other subjects or over the same subjects as they arise, nor shall such failure be construed to relieve the Board of its obligation to bargain over mandatory subjects with respect to future changes.
- E. In the event the impasse lasts forty-five (45) days, the Federal Mediation and Conciliation Service (FMCS) will be contacted to provide a mediator to help settle such a dispute.

2.10 Other Items -- Items not referred to in this Agreement shall be governed by relevant sections of Ohio Revised Code 4117.

### ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that the grievance will be processed as expeditiously as possible.

3.02 DEFINITIONS

- A. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in the negotiated bargaining agreement.
- B. "Class Action Grievance" shall be a grievance that affects more than one employee in the bargaining unit.
- C. "Grievant" shall mean the Association or employee(s) initiating a grievance.
- D. "Appropriate Supervisor," for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- E. "Days" shall mean actual work days of the employee during the regular school year and Mondays through Fridays (except for holidays) during the summer.

3.03 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- A. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be in the appendix of the Negotiated Agreement.
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the grievance procedure.
- E. The Association shall receive copies of all communications in the processing of grievances.

3.04 TIME LIMITS

- A. The number of days indicated at each step in the grievance procedure shall be maximum and may be extended only by written mutual agreement of the Association and the Board.

- B. A written grievance must be filed within fifteen (15) days of: (1) the occurrence of the act or condition on which the grievance is based; or (2) the date on which the grievant knew or reasonably should have known of the occurrence of the act or condition on which the grievance is based.
- C. Failure of the grievant to comply with filing and appeal time lines shall constitute a waiver of the grievance.
- D. Failure of the employer to comply with the time lines shall result in the automatic advance of the grievance to the next step of the procedure.

### 3.05 GRIEVANCE PROCEDURE

#### A. Step One - Informal Step

The employee first must discuss the grievance with the employee's immediate supervisor in an attempt to resolve the grievance informally.

If the grievance is not resolved during Step One, the employee may, within fifteen (15) days of the occurrence of the act or condition on which the grievance is based, or the date on which the grievant knew or reasonably should have known of the occurrence of the act or condition on which the grievance is based, file a written grievance with the Director.

#### B. Step Two

Within five (5) days of the filing of the form, the Director or designee shall arrange and conduct a hearing at which the grievant and Association may present evidence in support of their position.

Within five (5) days of the hearing, the Director or designee shall provide a written response to the Association and the grievant. If the grievant is not satisfied with the Director's response, the employee may file a written form with the Superintendent to proceed to Step Three within five (5) days of the Director's or designee's response.

D. Step Three

Within five (5) days of the filing of the form, the Superintendent or designee shall arrange and conduct a hearing in the same manner set forth in Step Two.

Within five (5) days of the hearing, the Superintendent or designee shall provide a written response to the Association and the grievant.

If the Association is not satisfied with the Superintendent or designee's response, the Association may file a written demand for arbitration with the Superintendent within ten (10) days of the Superintendent's or designee's response.

E. Step Four

Within ten (10) days after receipt of the request for arbitration by the Superintendent, representatives of the Board and the Association shall confer to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decisions of the arbitrator shall be binding on

the Board, the administration, and the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law, which do not conflict with the specific and express terms of this Agreement.

Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

### 3.06 MISCELLANEOUS

The written grievance shall be sent by certified mail or hand carried and witnessed on delivery to the appropriate persons at each level in the procedure.

This grievance procedure governs all members of the bargaining unit of the school district.

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.

If the Association decides at any level of the grievance procedure that a grievance is without merit

or that an equitable answer has been given to the aggrieved person it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time.

Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

The Association President and any teachers who are subpoenaed by an American Arbitration Association subpoena will be released from all duties without being required to use personal or any other leave. The Association and the Board will try to have all grievance hearings after 1:45 p.m. and will agree to hold hearings on site if available. All but the Association President will testify and return to work but may be recalled.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof, except for disputes with respect to which SERB has exclusive jurisdiction or disputes with respect to which an individual can file a charge under federal civil rights laws.

#### ARTICLE 4 - RIGHTS OF THE ASSOCIATION

- 4.01 The Board agrees to provide deduction of professional dues for the members of the Apollo Education Association to the NEA, OEA, NWOEA, and the Apollo Education Association in equal amounts, beginning with the second pay after the AEA provides data to the Treasurer and continuing through the last pay in May, or continuing throughout the payroll cycle as otherwise indicated in writing by the AEA President at the time of the submission, with the written authorization of the member. The AEA President or Treasurer shall submit the authorizations by September 30. Teachers employed after the start of the school year during which deduction is to occur shall be entitled to said payroll deduction. The deduction for

such teachers may be as indicated above or may start at a later date, but deduction must start within sixty (60) days of their employment date, will be of equal amounts, and will be concluded prior to the end of the teacher's contract year for payroll purpose.

- 4.02 Association representatives may hold meetings of employees at any time prior to or after the workday of teachers of the high school day. Adult education employees will work a flexible schedule to accommodate the meeting during their workday.
- 4.03 Duly authorized representatives of the Association and its affiliates may transact Association business on the Board's property any time before, after, or during regular work days; provided that such business shall not interfere with the assigned duties of an employee. The Association representative must first notify the Superintendent or designee when entering the Board's premises.
- 4.04 The Association may use Board-provided equipment provided such equipment is not otherwise in use. The Association shall pay for consumable supplies.
- 4.05 The Association shall have the right to use school buildings for Association meetings after school hours or at such other times as will not interfere with academic or extracurricular activities. The Superintendent or designee shall be notified as far in advance as possible of the time and place of such meeting. The Association shall restore the meeting place to its original condition upon leaving. The Association shall use the usual facility usage process but the Association will not be charged a fee unless the Board incurs additional costs for custodial services, beverages, etc.
- 4.06 The Association shall have the use of any bulletin board presently located in a teachers' lounge or mail area, including a location in the adult education building, for the purpose of posting notices of its activities and matters of Association concern on such bulletin boards.
- 4.07 The Association President or designee(s) is to be routinely provided speaking time on the Board's meeting agenda, subject to the Board's usual policy or practices with respect to public participation.

- 4.08 The Association may use the internal mail system of the school and place communications in the mail boxes provided each teacher. The Association can use the e-mail systems to send mailings to elected officers of the Association, Association representatives, and Association members.
- 4.09 The Treasurer of the Board or its designee shall provide to the Association president and vice president, notices of all meetings of the Board, copies of the Board agenda, and copies of Board minutes.
- 4.10 The Board shall provide the Association President with the names, addresses, phone numbers, building assignment, classification, placement on salary schedule, and pay rates of all new bargaining unit members and will update as new information becomes available, but no later than 15 days after the meeting at which the Board took action. Within thirty (30) days of ratification of this Agreement by the Association, the Board shall provide the above information to the AEA President on existing bargaining unit members.
- 4.11 The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings at the end of such meetings and use the public address system for Association announcements after high school student dismissal.
- 4.12 The Association President can participate in a cooperative manner with the administration in the new teaching staff members' orientation program.
- 4.13 The Association President shall be provided electronic access of all written policies, rules, regulations and procedures of the Board and any subsequent amendments.
- 4.14 Except for rights of access to buildings for meetings and to public records pursuant to Ohio law, the Association rights set forth in this Article are exclusive of other employee organizations representing teachers.
- 4.15 FAIR SHARE

- A. After sixty (60) days of employment in the bargaining unit, a teacher hired after July 1, 2012 who has not become or remained a member of the Association must pay a fair share fee.
- B. 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, shall be transmitted by the Association to the Treasurer of the Board on or about January 1 of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin at the first payroll period in February except that no fair share fee deductions shall be made for bargaining unit members employed after February 20 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.
- C. 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.
- D. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its members, officers, Treasurer, and employees in the Treasurer's office, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a twenty-one (21) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  2. The Association shall reserve the right to designate counsel to represent and defend the employer.
  3. 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 the action.

#### ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration, management's rights to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board; standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the instructional hours for pupils; and direct, assign, and schedule pupils.

5.02 The Board need not bargain with the Association in making decisions in the realm of its management rights but must bargain about the effect(s) of management decisions on wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

#### ARTICLE 6 - EVALUATION

6.01 An employee who is non-renewed may not challenge compliance with the evaluation procedure by filing a grievance but may do so in an appeal under R.C. 3319.11(G).

6.02

Evaluation Process

- A. An ad hoc committee will be formed to evaluate the documents developed during the pilot year in compliance with H.B. 153, to evaluate the documents developed to determine if there are any changes, modifications or corrections needed to the evaluation instruments. The committee will consist of no more than three (3) teachers appointed by AEA and three (3) supervisors appointed by the Superintendent. Teacher members will have up to three (3) paid release days (and additional days if approved by the Superintendent) for the committee's meetings.

**ARTICLE 7 - LEAVES OF ABSENCE**

7.01

SICK LEAVE

- A. Sick leave may be used for personal injury or illness, pregnancy, exposure to contagious disease or injury, illness, or death of a member of the immediate family. Immediate family shall include the employee's spouse, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, respective in-laws, or any other person who assumes a similar relationship to the employee who lives in the employee's household.
- B. Sick leave shall be accumulated at one and one-fourth (1-1/4) days per month with an annual accumulation of fifteen (15) days per year. Sick leave days may be accumulated to two hundred and forty (240) days.
- C. An employee who has exhausted his or her sick leave shall be advanced five (5) days of sick leave at the start of the school year. Such advance shall apply toward sick leave credit to be earned in that school year.
- D. An employee having unused accumulated sick leave from another Ohio public school district or other Ohio public employment shall be credited with such sick leave up to the Apollo accumulation maximum upon providing the Board Treasurer with written verification from the other employer.

- E. An employee who exhausts sick leave may be granted additional sick leave time with the approval of the Superintendent.
- F. Falsification in connection with use of sick leave is grounds for termination of employment.
- G. When in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury (such as cancer, stroke, heart attack, or major surgery) to the employee or immediate household family member (spouse, children, and legal dependents) and additional days are still needed, then he/she may request through the Association that additional days be transferred from other bargaining unit members' accumulated sick or personal leave. The Association shall establish an internal policy to administer such a transfer.

The Association shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the donating teacher authorizing the Treasurer to transfer the days. These additional limitations will apply to this paragraph:

1. The donating teacher must contribute in units of one day;
2. The maximum a donating teacher can contribute to the bank in any one school year is five (5) sick days and four (4) personal days per person in need;
3. The receiving teacher must apply immediately for STRS disability in order for the payment for sick days to continue beyond sixty (60) work days. Exceptions can be brought to the Board of Education for consideration;
4. No more days can be given than needed to serve out the current school year;
5. The receiving teacher must exhaust his/her own sick leave first. The use of donated

sick days will not extend or delay the beginning of STRS disability benefits;

6. The total Board contribution for all teachers shall be limited to a maximum of \$70,000 in salary for sick leave donation and unlimited personal leave donation in any one school year.
7. The sick leave bank is limited to 183 consecutive days (one contract year); beyond the 183 days, the employee must request an unpaid leave of absence from the Board of Education. The Association can request additional sick leave bank days, after the 183 days, via a special request of the Board.
8. The Board of Education has discretionary authority to grant the Association permission to establish a sick leave bank in unique situations outside of the above criteria.

#### 7.02 PERSONAL LEAVE

- A. Each full-time regular employee shall be entitled to a maximum of four (4) days of personal leave during each school year at the employee's regular compensation. One day may be carried over at the employee's discretion to the following year for a maximum of five (5) days if the Treasurer's office is notified by June 1.
- B. Such leave shall not be accumulative and shall not be charged against sick leave. Absences under sick leave policy are not chargeable to personal leave. Absence with loss of pay may be granted at the discretion of the Superintendent.
- C. The Superintendent may disapprove use of personal leave if more than ten percent (10%) of the bargaining unit already has approved leave for the day.
- D. One Hundred Fifty Dollars (\$150.00) per day shall be paid in July for non-use of an employee's personal leave day(s).

#### 7.03 ASSAULT LEAVE

- A. Any certified employee of the Apollo Joint Vocational School assaulted while in the course of such employment and temporarily disabled by any injury and/or trauma resulting from such assault shall remain on the payroll as a regular employee and shall receive all benefits hereinafter provided. The certified employee shall immediately apply for workers' compensation. If the absence from work is more than four (4) days, it must be recommended by a physician.
  
- B. If workers' compensation benefits are paid for salary, the employee shall reimburse the Board for any compensation received (up to the amount paid by the Board). Assault leave as provided herein shall not exceed more than forty-five (45) paid days from the date of injury and shall be terminated at such time as workers' compensation payments are terminated, or whichever comes first.

7.04 UNPAID LEAVES OF ABSENCE

- A. The employer may grant unpaid leaves of absence for reasons and in keeping with provisions herein stated:
  - 1. For professional growth which shall include travel, extension of sabbatical leave, professional study, or other pursuits that will improve the employee's competency.
  - 2. To participate in other employment experience, foreign or domestic, that will increase the employee's competency and experience.
  - 3. To conduct matters related to a political office to which he/she is elected. Such leave may be for the time necessary and related to the office held and may include part-time, portions of weeks or related arrangements.
  - 4. To care for a new born child or adopted child of which the employee is a parent.

5. For extended illness or for medical reasons of the employee or a member of the employee's immediate family as defined in the Agreement.
  6. For other reasons as approved by the employer so long as such leave is granted uniformly and consistent with the provisions of this selection.
- B. Such leave may be for a maximum of one (1) year, and with Board approval up to an additional one (1) year.
- C. No teacher shall be arbitrarily or capriciously denied an unpaid leave of absence.

7.05 PROFESSIONAL LEAVE

- A. Requests for professional leave shall be submitted in writing and shall specify the purpose, duration and, whenever possible, the anticipated cost of such leave. Unless knowledge of the meeting comes after the deadline, such requests will be submitted to the Superintendent or designee electronically at least two (2) weeks in advance of the anticipated leave.
- B. Upon the Superintendent's recommendation any staff member may be granted professional leave for the following reasons:
1. to attend professional conferences;
  2. to visit other school districts;
  3. participate in a professional seminar;
  4. or for any other activity that will promote professional growth of the requesting teacher or the school system.
- C. Subject to Board policy in effect on July 1, 1995 and completion of the necessary professional leave form, the Board will pay the actual and necessary costs of meals and the less of mileage for all actual and necessary mileage and/or the cost of any other form of transportation.
- D. Professional leave shall not be deducted from personal leave, sick leave, or any other leave.

7.06

JURY DUTY/SUBPOENAED LEAVE

An employee called for jury duty or subpoenaed to give testimony before any judicial or governmental tribunal (does not include grievance hearings) shall be compensated at their regular personal per diem rate provided the pay received, if any, for the performance of such legally required obligations is turned into the Treasurer's office. Those days shall not be deducted from personal, sick, or any other leave provided in this Agreement.

ARTICLE 8 - REDUCTION IN FORCE

8.01

Reductions in force (RIF) will be governed by R.C. 3319.17 as it is amended from time to time, which as of May 30, 2012 provides as follows:

When for any of the legal reasons allowable, including but not limited to decreased enrollment of pupils in the District or financial problems affecting the District, the Board decides that it will be necessary to reduce the number of teachers it employs, it may make reasonable reductions.

In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based solely on seniority, except when making a decision between teachers who have comparable evaluations.

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the Contract and receive a commensurate percentage of the full compensation the employee otherwise would receive under the Contract.

The teachers whose continuing contracts are suspended by the Board pursuant to this Section shall have the right of restoration to continue service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing

contract has been suspended pursuant to this Section shall lose that right of restoration to continue service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District. Seniority shall not be a basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

- 8.02 When a RIF situation is imminent, the Superintendent will notify the Association President so the Association has the opportunity to make suggestions to the Superintendent and the Board about possible alternatives.
- 8.03 After a teacher is notified of a RIF, the Superintendent will notify the Association President.

#### ARTICLE 9 - VACANCIES AND TRANSFERS

##### 9.01 VACANCIES AND REQUESTED TRANSFERS

- A. This Article governs the filling of vacancies in teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.
- B. The Board shall electronically post all teaching vacancies for a period of five (5) calendar days. Notice of vacancies occurring in the months of June, July, and August shall be e-mailed to all employees via the school e-mail system, unless the Superintendent is notified in writing by June 1 of each year that the employee wants all postings mailed. Vacancies declared in June, July, and August shall be declared closed five (5) calendar days following the date of the notice. The posting period may be waived by the Superintendent where, for unusual circumstances

(such as a resignation after July 10 or late addition of a new unit or program due to enrollment or funding), a delay in filling the position reasonably could be expected to have a detrimental effect on the District.

- C. The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience seniority, qualifications, and other education factors.

9.02 INVOLUNTARY TRANSFERS

- A. A teacher will be notified in writing of any involuntary transfer or change in assignment by June 1. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after June 1 because of changed circumstances, such as enrollment changes, deaths, or resignations.
- B. No teacher shall be arbitrarily or capriciously transferred.
- C. The Board will notify the Association President.

**ARTICLE 10 - EMPLOYMENT CONTRACTS**

- 10.01 Teachers who have been employed in the district for five (5) years, and not eligible for a continuing contract, will be eligible for a two-year contract. The sequence is four (4) one- (1) year contracts and then two- (2) year contracts until the Board re-employs the teacher under a continuing contract.

**ARTICLE 11 - SENIORITY DEFINED**

11.01 SENIORITY DEFINED

- A. Seniority shall mean the length of continuous employment under regular contract with the Board in a bargaining unit position. However, an administrator shall not lose seniority by taking an administrative position.

- B. Seniority shall begin to accrue from the first day worked under a regular contract in a bargaining unit position.
- C. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits under regular contract.
- D. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- E. No employee shall accrue more than one (1) year of seniority in any work year.

11.02 SENIORITY

- A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.
- B. Ties in seniority shall be broken by the following method to determine the most senior employee:
  - 1. The employee who has the greatest number of accumulated days of substitute or part-time service in the District not previously counted as continuous employment, and then;
  - 2. The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired on a regular basis, and then if a tie still remains;
  - 3. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

11.03 LOSS OF SENIORITY

Seniority shall be lost when an employee dies, retires or resigns; is terminated for cause; otherwise leaves

the employment of the employer; or fails to respond timely to a recall notice.

11.04 SENIORITY LIST

- A. A seniority list shall be provided to the Association president upon request each year by October 1. The seniority list shall indicate area of certification, the first day worked under regular contract, the date of employer resolution to hire under regular contract, and the contract status (limited or continuing) of each employee.

**ARTICLE 12 - PROFESSIONAL PERSONNEL RECORDS**

12.01 A personnel file of all staff members shall be maintained in the office of the Board. To the extent allowed by law, this shall be considered a confidential file and the only official file of recorded information of staff members maintained by the Board and administration.

12.02 Individual professional staff members shall have access to their personnel file upon request. Requests of staff members to have access to their personnel files shall be handled by the Superintendent or his designated representative.

12.03 To the extent allowed by law, members of the administration authorized to use personnel files of professional staff members shall be limited to the Superintendent and personnel who are directly related to supervision of that staff member.

12.04 All materials placed in the personnel file of the professional staff member shall include the following:

- A. The date the item was placed in the file.
- B. Initials and dates of the affected staff member in whose file the entry is being made and the initials of the administrator placing information in the file. The employee's initials only indicate that he or she has seen the document; initialing is mandatory if requested by the administration.

- 12.05 A staff member shall be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the professional staff member and shall be provided the opportunity to read any such material at the time it is placed in such personnel file. In addition such staff members will have the opportunity to appeal to the Superintendent on the placement of any such material in the personnel file. The professional staff member shall acknowledge that he/she has read the material by affixing his/her signature or initials to the copy to be filed. Signature of a staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file.
- 12.06 Staff members shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions above shall be applicable to such complaints.
- 12.07 Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.
- 12.08 A staff member shall be entitled to a copy, at Board expense, of any material in his/her personnel file no more than once per school year.
- 12.09 A staff member may periodically review his/her personnel file including personnel files maintained by the Director or supervisors and shall be entitled to a copy of any material in that file. At the option of the staff member, a third party selected by the affected staff member may be present during such review.
- 12.10 All files wherever they may be housed will be maintained with accuracy, relevance, timeliness, and completeness. If any file(s) are found to lack in any of the aforementioned, they shall be removed from the staff member's file. Information in the personnel file may be removed upon mutual agreement of the

professional staff member and the administrator making the entry or the Superintendent.

**ARTICLE 13 -- COMPENSATION/PAYROLL PRACTICES/  
FRINGE BENEFITS**

13.01 PAYROLL PRACTICES

- A. The regular salary of all employees covered by this Agreement will reflect the rates set forth in the salary schedule attached as Appendix A.
- B. Each employee shall be given credit for up to ten(10) years of prior teaching service in an Ohio public or chartered private school and for up to five (5) years of military service in the Armed Forces of the United States, or any combination of both not to exceed ten (10) years of service for proper placement on the salary schedule.
- C. One year's teaching experience shall be defined as not less than one hundred twenty (120) days during a given school year. A year of military service shall be defined as at least eight (8) continuous months. If armed forces credit is to be granted, a copy of the discharge or separation form 214 shall be furnished to the Board Treasurer no later than October 1.
- D. The Treasurer shall not be required to issue annual salary notices until thirty (30) days after a settlement is approved by the Board in a year in which salary negotiations occur.

13.02 ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

- 1. The affected staff member shall provide written evidence of completed additional graduate hours from an accredited college or university or a copy of the five-year license by September 15.
- 2. Said hours must be verified by transcript or letter from the college or university where the course work was completed. The salary adjustment

will be made no later than September 30th and retroactive to the beginning of the current school year following receipt of the transcript and/or letter of verification, or five-year license, to the Superintendent.

13.03 PAY PERIODS

- A. Except as noted below, the contract year will be divided into twenty-six (26) equal pay periods unless a twenty-seventh (27th) pay is necessary due to the requirement that employees not be paid before they have earned the salary. Pay days shall be alternate Thursdays throughout the school year beginning two weeks after the last pay of the previous school year's full payroll cycle.
- B. When Thursday falls on a holiday, direct deposits will be deposited the day before the holiday.
- C. Teachers must sign up for electronic payroll deposit. Direct deposit notices will be e-mailed to all employees, via the school e-mail system, unless the employee notifies the Treasurer, in writing, by September 1, annually, that they want their notice sent in the mail. Monies may be directed to a maximum of five (5) different repositories and/or accounts once per year.

13.04 PAYROLL DEDUCTIONS

In addition to deductions made for Association dues, deductions from pay may also be made for the following items:

- 1. Unauthorized or unpaid absence;
- 2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer;
- 3. Retirement, Ohio ACTE dues, and United Way and Apollo Educational Foundation contributions;
- 4. Credit union;
- 5. Annuities;
- 6. Insurance; and

7. Ohio Tuition Trust Authority.

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District.

Open enrollment for annuities shall be November each year (deductions to be effective for the next calendar year), and required written authorizations must be filed with the Treasurer by November 30. No new annuity company shall be added to existing deductions unless there are at least five (5) employees who authorize deductions. Open enrollment and deadlines for other deductions shall be determined and posted by the Treasurer's office.

13.05 DAILY OR PER DIEM RATE DEFINED

- A. In computing deductions for those absences for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of work days in the adopted school calendar into the approved salary of the individual.
- B. Salaries of persons working less than a complete school year or school day shall be prorated to a 1372.50-hour standard for a full year.

13.06 EXPERIENCE CREDIT

- A. One year of experience credit shall be allowed for each year of teaching experience to a maximum of step ten (10) total experience credit when combined with military experience for initial employment. Experience credit will be granted to persons who complete one hundred twenty (120) days worked in a contract year.
- B. Trade experience will be equated on an equal basis with college training, teaching experience or military experience when such trade experience is a prerequisite for employment in a teaching position.
- C. Four (4) years of trade experience will be considered as equal to one hundred twenty (120) semester hours of college credit or a bachelor degree.

- D. Each additional year of trade experience will be considered equal to a year of teaching experience.
- E. Military experience will be equated on an equal basis with teaching experience to a maximum of five (5) years when combined with teaching experience for ten (10) years or less of total experience credit for initial employment.
- F. A holder of a two (2) year associate degree from an approved technical training institution will be allowed two (2) years of trade experience credit, where such training is applicable to the teaching position for which the holder is employed.
- G. A complete original transcript of all college/university credits shall be on file with the Treasurer. Compliance with this provision is the sole responsibility of the individual certified person.

13.07 CLASSIFICATION ON SALARY COLUMNS

- A. Resident Educator License (Four-Year License).
- B. First Five-Year Professional License.
- C. Academic Instructor who has completed a Bachelor's Degree plus an additional fifteen (15) semester hours of coursework related to the field of education since the issuance of the first five-year license.  
  
Career Technical Instructor who has obtained a Bachelor's Degree.
- D. Instructor who has obtained a Master's Degree.

No employee as of July 1, 2002 will go to a lower salary column because of the above definitions.

**ARTICLE 14 - STRS PICK-UP**

- 14.01 Consistent with the provisions of Internal Revenue Service Ruling 74-462, 81-35, and 81-36, the Board shall pick-up each teacher's mandatory contributions

to the State Teachers Retirement System (STRS) for tax purposes only and by the salary reduction method, provided that no teacher's total salary is increased by such pick-up, nor is the Board's total contribution to STRS increased thereby.

- 14.02 The dollar amount to be designated as "picked-up" by the Board:
- A. shall equal the then current percentage amount of the teacher's mandatory STRS contribution;
  - B. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  - C. shall not be reported by the Board as subject to current federal and state income taxes;
  - D. may be subject to city income taxes;
  - E. shall be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

- 14.03 Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

#### **ARTICLE 15 - TRAVEL REIMBURSEMENT**

- 15.01 Reimbursement for mileage for those staff that are required to drive their personal vehicles will be provided at the IRS rate for the current year, prorated to the nearest mile. The rate will be set annually, July 1 through June 30, based on the most recent IRS number. Such mileage will be paid upon completion of the proper forms for travel while on school business, either in or outside the School District, as authorized by the Superintendent.

#### **ARTICLE 16 - SEVERANCE PAY**

- 16.01 Any employee of the District with a minimum of ten (10) or more years of continuous service under regular contract with any public school district(s) in the State of Ohio who elects to retire shall be paid twenty-five percent (25%) to a maximum of sixty (60) days or any fraction thereof of his accumulated and unused sick leave, provided he/she submits a retirement resignation letter to the Superintendent by January 15. If a letter is not submitted timely, the maximum is fifty-seven (57) days. The rate of pay for all such accumulated days shall be the per diem rate as determined by the total annual salary according to the salary schedule in effect on the employee's last workday.
- 16.02 As used in this Section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability. Severance pay shall be forwarded to the retired employee the first payroll following the effective date of retirement.
- 16.03 Payment under this Article will eliminate all sick leave credit accrued but unused by the employee at the time payment is made. An employee may only receive severance pay once (subject to the pay-out schedule of Section 15.02).

#### ARTICLE 17 - GROUP INSURANCE

- 17.01 The Board shall make health, accident, and dental insurance available to employees on a cafeteria style arrangement as approved by Section 125 of the Internal Revenue Code. As a member of the Allen County Health Benefit Fund, procedures for implementation of this program shall be the responsibility of the Board in conjunction with the procedures and policies of the consortium and the third party administration hired by the Allen County Health Benefit Fund. The Board may determine the means and administration by which group benefits are provided.
- 17.02 Persons eligible for participation in this plan shall be all regular salary schedule contract employees. Part-time employees shall have the Board's

contribution to the insurance prorated based on their scheduled annual hours divided by 1372.5 hours. The Board shall offer coverage and design as offered by the Allen County Schools Health Benefits Plan.

- A. Employees will pay thirteen and one-half percent (13.5%) of the premium for health and dental coverage effective January 1, 2015, and fifteen percent (15%) effective January 1, 2016.
- B. A Six Hundred Dollar(\$600)reimbursement will be given to employees not taking medical insurance, and a Three Hundred Dollar(\$300)reimbursement will be given to employees not taking dental insurance in December of the year of no insurance.
- C. Each employee will receive a copy of the Plan at the beginning of the first year of this contract and at any time there is a change in the Plan.

17.03 The Board will provide \$40,000 of paid term life insurance coverage per teacher.

#### ARTICLE 18 - MISCELLANEOUS COMPENSATION

##### A. PARENT STUDENT CONTACTS

- 1. Teachers will do the required contacts when convenient to parent, student and teacher. Teachers are encouraged to do the visits in May, June, or July. Each required contact will be a minimum of thirty (30) minutes and cover elements outlined in Administrative Guidelines.
- 2. A teacher will be compensated at the rate of \$40.00 per visit at the parents' home or \$25.00 at Apollo; when documented on approved form and will be submitted as visits are completed.

##### B. SHADOWING/EARLY PLACEMENT

- 1. Shadowing and Early Placement opportunities will be arranged by the career technical instructor for those students who are eligible and interested.
- 2. Shadowing experiences and Early Placements for students are coordinated by the teacher with the immediate supervisor.

3. Teachers are compensated at \$30 per student as described in administrative guidelines.

C. ADULT EDUCATION INSTRUCTION

All adult education instructors are paid according to an established hourly rate. The hourly rates are variable due to the type of courses being taught. These rates are set by the Superintendent and the Adult Education Director.

D. YOUTH CLUB ACTIVITIES BEYOND THE WORKDAY OR ON A NON-WORK DAY

1. In order to be compensated, teachers must obtain prior written approval from their supervisor. For purposes of this policy, district, regional or statewide youth club activities held at Apollo Career Center will be included for compensation, excluding mileage or meal reimbursement.

2. All teachers will be compensated according to the following when they accompany students:

\$50      1 - 4 hours

\$100     4 - 8 hours (Maximum compensation after a regular school day)

\$150     Over 8 hours

Maximum compensation for one non-duty day (Saturday, Sunday, or Holiday) with students is \$150.

E. ATTENDANCE AT PRE-APPROVED STAFF DEVELOPMENT

1. Administration may request instructors to participate in staff development activities at Apollo or elsewhere for school improvement or professional growth. Payment for attendance at pre-approved staff development on a non-work day is \$150. A non-work day is a Saturday, Sunday, holiday, or a day outside of the employee's 183-day contract.

2. Teachers may also request in writing prior approval for staff development pay at \$150 per day to attend a professional growth activity. The need for the stipend will be evaluated in terms of school goals versus individual professional responsibility and

may/may not be approved. If the stipend is not approved, the administration may offer to cover travel expenses or offer no financial support. Teachers who receive approval for stipend or financial support may be asked to give a written or verbal report to their administrator or to staff.

F. TUTOR PAY FOR INSTRUCTION OF INJURED/CONFINED STUDENTS

1. Staff may be employed to tutor an injured student confined to the hospital or home or otherwise may be employed occasionally to tutor students.
2. Staff will be paid a rate of \$30.00 per hour for each student contact hour or major fraction thereof for tutoring.

G. PAY FOR SUBSTITUTING

1. If an administrator requests an employee to cover a class during his or her planning period, the employee shall be paid at the rate of \$25.00 per hour or class period, whichever is shorter.

H. TEACHING A 7<sup>TH</sup> CLASS

1. Teachers typically teach 6 periods per day. When a 7<sup>th</sup> period is necessary, it will be designated by administration.
2. A teacher assigned a 7<sup>th</sup> teaching assignment will be compensated at 1/7 of his/her pay.

I. TUITION REIMBURSEMENT FOR CERTIFIED EMPLOYEES

1. The Board will provide \$40,000 in total annual funds for employees to use in tuition reimbursement at an accredited university/institution.
2. The employee is eligible for 50% reimbursement of tuition up to \$3,000 per year per teacher.
3. Priority will be given to Career Technical Instructors for access to tuition funds. All courses taken must have the prior consent of the Superintendent to receive reimbursement.
4. The certified staff member must receive a passing grade of "B" or better to receive reimbursement; or

if the course is a pass/fail course, receive a passing grade.

5. Any classes leading to an Apollo instructor's recertification, upgrading teaching skills or classes toward guidance or administration degrees are appropriate use of tuition funds.
6. Payment will be made within thirty (30) days after the submission of an official transcript or grade verification, except for spring or summer classes, which will be paid in September if the teacher is still employed by the Apollo Career Center.
7. Staff members will not be reimbursed for graduate credit for professional leave during the school day unless such course is pre-approved and recommended by an official of the Apollo Career Center.

J. PROFESSIONAL PRE-SERVICE WORKSHOP (ROUTE "B" LICENSURE)

1. A teacher attending the Professional Pre-service Workshop for career and technical teachers will have all workshop fees and/or tuition paid by the Board. An additional \$1,000 per week will be paid upon completion of the course.
2. Career and technical teachers will be compensated at the rate of \$1,500 per year for the expense of the first year and second year of beginning career and technical programs. Payment of \$1,500 will be made in June after the successful completion of the first year of the course. In June of the second year the teacher will receive \$1,500 on successful completion of the second year of the course.

K. DUAL CERTIFIED TEACHERS

1. Teachers certified in two or more core academic subjects (math, science, English, or social studies) will be compensated at the rate of \$2,000 per year in any year that they are scheduled and actually teach in two or more core academic areas of certification.

L. LAB/LAB STIPEND

1. Annually, any teacher with two lab classes ("Lab-Lab Teachers") will receive a payment of \$4,500. Lab-

Lab instructors must meet eligibility criteria as established by administration.

**M. STATE REPORT CARD STIPEND**

1. A five hundred dollar (\$500) stipend will be paid to all teaching staff when Apollo Career Center receives an overall composite score of "A" on the state report card. Adult education instructors are excluded from this provision and will not receive the stipend. The stipend will be paid in the first paycheck in December, or as soon thereafter as practical.

**ARTICLE 19 - SUPPLEMENTAL CONTRACTS**

19.01 In recognition of the effort beyond the normal duties of a classroom teacher or certified support staff member, the following supplemental contract will be compensated for the following assignments:

- A. Yearbook, \$1,500
- B. Student Council, \$500
- C. Club Advisors
  1. SKILLS USA (2) \$500 each
  2. FFA \$500
  3. FCCLA (Culinary) \$500
  4. FCCLA (ECE) \$500
  5. FCCLA (Hospitality) \$500
  6. BPA \$500
  7. DECA \$500
  8. HOSA \$500
- D. Prom Decoration Coordinator, \$500
- E. National Technical Honor Society, \$1,000  
(Split between 3 Coordinators)
- F. Teachers required to hold a CDL and transport students by bus on a regular basis, \$500 each

**ARTICLE 20 - WORKING CONDITIONS**

20.01 SCHOOL CALENDAR

The high school calendar shall not exceed one hundred eighty-three (183) days. One hundred eighty (180) days will be used for student instruction. Before recommending a calendar for the next year to the Board of Education, the Superintendent will seek input from the Association.

20.02

WORK DAY

- A. The Superintendent may modify the starting and ending hours for late starts and cancellations due to weather or other emergencies. On student school days, the high school staff work day will begin thirty (30) minutes before the student day and end ten (10) minutes after the student day, unless there is a scheduled meeting for collaboration or communication with supervisors or staff. All other work days will be seven and one half (7.5) hours or adjusted at the discretion of the Superintendent. District-wide required meetings shall not exceed eighteen (18) per year and will not extend beyond 3:30 p.m. If it occurs that a teacher works a unique schedule, the Superintendent has discretion to modify his/her work schedule in another compensating manner.
- B. The full-time regular work day shall include a paid, duty-free lunch period of not less than thirty (30) consecutive minutes.
- C. Employees shall receive planning time consistent with state requirements. As of May 30, 2012, Ohio Administrative Code section 3301-35-05(A)(9), a standard of the Ohio Department of Education, requires schools with at least a six-hour work day for teachers (inclusive of lunch) to schedule teachers with two hundred (200) minutes weekly for "designing their work, evaluating student progress, conferencing, and team planning."
- D. Adult education instructors (bargaining unit members) will work no more than seventy-five (75) hours in any two-week pay period. If an instructor is required to work over seventy-five (75) hours in any two-week pay period comp time must be used within the next two-week pay period.

20.03 CLASS SIZE

Class sizes shall be consistent with state requirements. Every attempt will be made to not exceed twenty-five (25) students per academic class period.

20.04 HEALTH AND SAFETY

The Board shall not seek an exemption from the occupational safety and health laws of Ohio during the term of this Agreement.

**ARTICLE 21 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

21.01 PURPOSE

A Local Professional Development Committee (LPDC) shall be established, in accordance with R.C. 3319.22, to determine whether course work that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure.

21.02 COMMITTEE COMPOSITION AND SELECTION

A. The Committee shall be composed of five members, as follows:

1. One teacher currently assigned to teach in an academic area, one teacher currently assigned to high school vocational teaching, and one teacher currently assigned to adult vocational teaching; and
2. Two representatives appointed by the Superintendent.

B. The three teacher members of the Committee shall be elected/appointed by members of the Association bargaining unit in the appropriate area (for example, the high school vocational teachers electing/appointing the high school vocational teacher). The two representatives of the Superintendent shall be appointed by him/her and serve at-will.

21.03 TERM OF OFFICE

The term of office for the teacher members serving on the Committee shall be three (3) years. Initially, the terms shall be staggered as one teacher member shall be elected for a one-year term, another teacher member shall be elected for a two-year term, and the third teacher shall be elected for a three-year term. The Association shall determine the rotation of the length of terms for each of the three levels for the first election cycle. Each term thereafter shall be for three (3) years. The appointees of the Superintendent shall serve at his or her will.

21.04 CHAIRPERSON

The Committee chairperson shall be determined by a majority vote of the full Committee.

21.05 DECISION-MAKING

For LPDC meeting purposes, a quorum shall be four members. Decisions shall be made by majority vote of the full Committee membership. Whenever an administrator's course work plan is being discussed or voted upon, the Local Professional Development Committee shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.

21.06 TRAINING

The Board shall approve and provide training for LPDC members to obtain the knowledge and skills required for the Committee's work.

21.07 Meetings and Compensation

The LPDC shall determine the frequency, length, and time of meetings; provided, however, that if such meetings are held during the regular teacher work day, the Committee must have advance approval from the Superintendent. Committee members may each be paid the adult education hourly rate for time spent in LPDC meetings outside the regular teacher work day, not to exceed a total of forty (40) hours per member per school year, unless approved by the Superintendent. Service on the LPDC may provide up to 50% of the required equivalent activities for licensure renewal.

21.08 COMMITTEE RESPONSIBILITY

The Committee's responsibility shall be to determine whether course work that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure within the scope of R.C. 3319.22.

21.09 APPEALS PROCESS

If the professional staff member or any two members of the LPDC are dissatisfied with the LPDC's decisions with respect to the required Committee functions affecting renewal of licenses, the individual or two Committee members may file a written appeal to the Superintendent within 10 calendar days of receiving the LPDC's decision. The Superintendent shall confer with the Association President with respect to appeals involving members of the Association bargaining unit. If the Superintendent and Association President cannot agree on the disposition of the appeal with respect to appeals by members of the Association bargaining unit, the Superintendent and Association President shall select a third person to determine the appeal. The decision shall be final. The Superintendent shall determine appeals involving non-bargaining unit members.

21.10 MASTER AGREEMENT COMPATIBILITY

The LPDC shall have no authority to supersede any section of the items of Agreement between the Board of Education and the Association or to engage in collective bargaining.

**ARTICLE 22 - EMPLOYMENT OF SATELLITE TEACHERS**

22.01 Member school district teachers employed to teach satellite programs will be placed on the Apollo salary schedule at the same, or closest corresponding step, based on years of experience and education, not dollars, as determined by the Apollo Superintendent. The highest Apollo experience step and/or education column is the maximum placement.

22.02 Member school district teachers employed to teach satellite programs shall hold seniority as defined in Article 10 of the Apollo Collective Bargaining

Agreement, with one exception: when two or more local teachers are placed on the Apollo seniority list, the most senior local employee will always be placed above the less senior local employee, i.e., the order of local seniority will not be changed when placed on the Apollo list.

- 22.03 Further, any supplemental contracts for coaching or other service for the local district, or to make the employee "whole" in exchange for changing employers, are exclusively between the local district and satellite teacher. The Apollo Education Association will not be party to, nor represent the satellite teacher in such agreements.
- 22.04 In the event of a satellite program closure and the teacher was employed in that position prior to becoming an Apollo employee, his/her seniority at Apollo is solely based on the number of years teaching under the Apollo contract. Agreements between the satellite teacher and the satellite school district may include a provision that allows a teacher to continue accruing seniority at the satellite school district provided they were employed by the satellite school district prior to the school district's entering into a satellite agreement.

Satellite teachers would have a right to bump over to a non-satellite Apollo position in the event of a satellite program closure provided evaluations are comparable and the satellite teacher is certified to teach the program and has more years of seniority at Apollo. In the event of a program closure at Apollo and a comparable satellite program still exists, the non-satellite employee would have the right to bump to the satellite program provided evaluations are comparable and the transferring satellite teacher is certified to teach the program and has more years of seniority at Apollo and the satellite program agreement between Apollo and the satellite school district would be renewed for the next year.

**ARTICLE 23 - EMPLOYMENT OF STRS RETIREES**

- 23.01 STRS retirees will be placed on the salary schedule between Steps 1 and 10, on the appropriate column, at the discretion of the Superintendent. If re-employed, the retiree will be frozen on his or her original step

placement. Any teacher who is currently a retiree/ rehire will be grandfathered.

23.02 STRS retirees employed after July 1, 2002 will be hired on one-year contracts only and will not gain seniority.

23.03 STRS retirees employed after July 1, 2002 are required to take STRS health insurance and are ineligible for District health insurance unless denied by STRS or state law. STRS retirees are not eligible for payment in lieu of not taking health insurance.

#### ARTICLE 24 - CONTRACT MAINTENANCE

##### 24.01 AMENDMENTS

Amendments may be made at any time by mutual consent. All amendments, hereafter, shall be in writing signed by representatives of both parties and attached hereto.

##### 24.02 CONFLICT WITH LAW

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement within thirty (30) days of the written request.

##### 24.03 WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board and the Association acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this contract, said right with respect to all subjects or matters irrespective of whether any such matter or subject is specifically referred to or covered in this contract, even though such subject or

matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this contract.

24.04 ENTIRE AGREEMENT CLAUSE

This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

24.05 DURATION

This contract shall be effective from July 1, 2014 through June 30, 2016.

APOLLO EDUCATION ASSOCIATION

APOLLO JOINT VOCATIONAL  
SCHOOL DISTRICT BOARD OF  
EDUCATION

Sheryl Sigler 05-22-2014  
Co-President Date

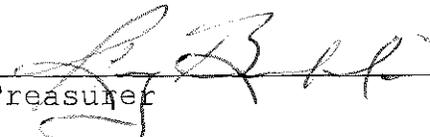
John Plau 5/22/14  
President Date

Donna Kites 5-22-2014  
Co-President Date

[Signature] 5/22/14  
Treasurer Date

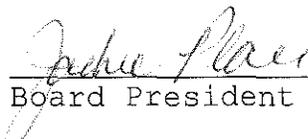
FISCAL CERTIFICATE

The undersigned Treasurer of the Apollo Joint Vocational School District Board of Education, Ohio ("Board") certifies that (1) the moneys required to meet the obligations of the Board during the fiscal year ending June 30, 2016 under the foregoing Agreement have been lawfully appropriated by the Board for those purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, and (2) the Board has in effect for 2014-2015 and 2015-2016 fiscal years, the authorization to levy taxes, including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District on the date of this certificate, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for this fiscal year, and for the 2014-2015 and 2015-2016 fiscal years equal to the number of days instruction was held or is scheduled in the 2014-2015 fiscal year. This certificate is given in compliance with Sections 5705.41, 5705.412, and 5705.44 of the Ohio Revised Code.

  
\_\_\_\_\_  
Treasurer

Dated: 5/22/14

Confirmed and certified.

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Superintendent

Dated: 5/22/14

## APPENDIX A

### Teacher Salary Schedule 2014-15

1.5% increase over previous year

	A	B	C	D
1	34,508	35,888	37,269	38,649
2	35,888	37,269	38,649	40,029
3	37,269	38,649	40,029	41,410
4	38,649	40,029	41,410	42,790
5	40,029	41,410	42,790	44,170
6	41,410	42,790	44,170	45,551
7	42,790	44,170	45,551	46,931
8	44,170	45,551	46,931	48,311
9	45,551	46,931	48,311	49,692
10	46,931	48,311	49,692	51,072
11	48,311	49,692	51,072	52,452
12	49,692	51,072	52,452	53,832
13	51,072	52,452	53,832	55,213
14	52,452	53,832	55,213	56,593
15	53,832	55,213	56,593	57,973
16	55,213	56,593	57,973	59,354
17	56,593	57,973	59,354	60,734
18	57,973	59,354	60,734	62,114
19	59,354	60,734	62,114	63,495
20	60,734	62,114	63,495	64,875
21	62,114	63,495	64,875	66,255
22	63,495	64,875	66,255	67,636
23	64,875	66,255	67,636	69,016
24	66,255	67,636	69,016	70,396
25	\$800 Longevity step for anyone on Step 24 the previous year			

Column A     Resident Educator License (4-year license)

Column B     First 5-Year teaching license

- Column C
- Academic Instructor who has completed a Bachelors' Degree plus an additional 15 semester hours of coursework related to the field of education since the issuance of the first five-year license.
  - Career Technical Instructor who has obtained a Bachelor's Degree.

Column D     Instructor who has obtained a Master's Degree

## APPENDIX A

### Teacher Salary Schedule 2015-16

1% increase over previous year

	A	B	C	D
1	34,853	36,247	37,641	39,035
2	36,247	37,641	39,035	40,429
3	37,641	39,035	40,429	41,824
4	39,035	40,429	41,824	43,218
5	40,429	41,824	43,218	44,612
6	41,824	43,218	44,612	46,006
7	43,218	44,612	46,006	47,400
8	44,612	46,006	47,400	48,794
9	46,006	47,400	48,794	50,188
10	47,400	48,794	50,188	51,582
11	48,794	50,188	51,582	52,977
12	50,188	51,582	52,977	54,371
13	51,582	52,977	54,371	55,765
14	52,977	54,371	55,765	57,159
15	54,371	55,765	57,159	58,553
16	55,765	57,159	58,553	59,947
17	57,159	58,553	59,947	61,341
18	58,553	59,947	61,341	62,735
19	59,947	61,341	62,735	64,130
20	61,341	62,735	64,130	65,524
21	62,735	64,130	65,524	66,918
22	64,130	65,524	66,918	68,312
23	65,524	66,918	68,312	69,706
24	66,918	68,312	69,706	71,100
25	\$800 Longevity step for anyone on Step 24 the previous year			

Column A Resident Educator License (4-year license)

Column B First 5-Year Teaching License

- Column C
- Academic Instructor who has completed a Bachelor's Degree plus an additional 15 semester hours of coursework related to the field of education since the issuance of the first 5-year license.
  - Career-Technical Instructor who has obtained a Bachelor's Degree.

Column D Instructor who has obtained a Master's Degree

**APPENDIX B**

**GRIEVANCE REPORT FORM 1, STEP TWO  
APOLLO JOINT VOCATIONAL SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

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(Name of Grievant) (Assignment) (Date)

A. Date of act(s) on which grievance is based \_\_\_\_\_

B. 1. Description of act(s) on which grievance is based and  
provision(s) of contract allegedly violated:

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2. Relief sought \_\_\_\_\_

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(Signature of Grievant) (Date)

C. Disposition of Immediate Supervisor \_\_\_\_\_

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(Signature of Immediate Supervisor) (Date)

cc: Apollo Education Association

**MEMORANDUM OF UNDERSTANDING**

The Apollo Education Association and the Apollo Joint Vocational School District Board of Education agree to the following terms in order to enter into an off-campus partnership program (Satellite) to teach **Family and Consumer Science** classes in the **Shawnee Local School District**:

1. The Association agrees that the current Family and Consumer Science teacher shall be employed by Apollo and compensated on the Shawnee salary schedule, and shall continue with all Shawnee fringe benefits, except for health, dental and life insurance, and flexible spending account, in which the employee will be enrolled in the Apollo Group, but at the terms of the Shawnee Collective Bargaining Agreement.
2. The Association further agrees that any additional issues with terms of employment, such as seniority, representation, supplemental duties outside of the career-technical program, or any other issue affecting the teacher's current (Shawnee) status of employment shall be at the exclusive control of the Shawnee Local Schools.
3. The Board of Education agrees that this unique model of an off-campus partnership does not set a precedence in any way.
4. The Board of Education further agrees that if the current Family and Consumer Science teacher vacates the position, for any reason, and the Shawnee and Apollo Boards of Education desire to continue the course offerings at Shawnee, that the replacement teacher will be placed on the Apollo salary schedule, on Apollo fringe benefits, and fall under the terms and conditions of employment of the Apollo Joint Vocational School District.

**This agreement is for one year, the 2014-15 school year.**

**APOLLO EDUCATION ASSOCIATION**

Sheryl Diglia 04-14-2014  
 Sheryl Diglia, Co-President Date

Darla Krites 4-14-2014  
 Darla Krites, Co-President Date

**APOLLO JVSD BOARD OF EDUCATION**

Jackie Place 4/25/14  
 Jackie Place, President Date

Greg Bukowski 4/25/14  
 Greg Bukowski, Treasurer Date

Judy Wells 4/25/14  
 Judy Wells, Superintendent Date

**MEMORANDUM OF UNDERSTANDING**

The Apollo Education Association and the Apollo Joint Vocational School District Board of Education agree to the following terms in order to enter into an off-campus partnership program (Satellite) to teach **Business Education** classes in the **Perry Local School District**:

The Association agrees that the current Business Education teacher shall be employed by Apollo and compensated on the Perry salary schedule, and shall continue with Perry fringe benefits, except for health, dental and life insurance, and flexible spending account, in which the employee will be enrolled in the Apollo Group, but at the terms of the Perry Collective Bargaining Agreement.

1. The Association further agrees that any additional issues with terms of employment, such as seniority, representation, supplemental duties outside of the career-technical program, or any other issue affecting the teacher's current (Perry) status of employment shall be at the exclusive control of the Perry Local Schools.
2. The Board of Education agrees that this unique model of an off-campus partnership does not set a precedence in any way.
3. The Board of Education further agrees that if the current Business Education teacher vacates the position, for any reason, and the Perry and Apollo Boards of Education desire to continue the course offerings at Perry, that the replacement teacher will be placed on the Apollo salary schedule, on Apollo fringe benefits, and fall under the terms and conditions of employment of the Apollo Joint Vocational School District.

**This agreement is for one year, the 2014-15 school year.**

**APOLLO EDUCATION ASSOCIATION**

Sheryl Diglia      04-14-2014  
 Sheryl Diglia, Co-President      Date

Darla Krites      4-15-2014  
 Darla Krites, Co-President      Date

**APOLLO JVSD BOARD OF EDUCATION**

Jackie Place      4/28/14  
 Jackie Place, President      Date

Greg Bukowski      4/28/14  
 Greg Bukowski, Treasurer      Date

Judy Wells      4/25/14  
 Judy Wells, Superintendent      Date

**MEMORANDUM OF UNDERSTANDING**

The Apollo Education Association and the Apollo Joint Vocational School District Board of Education agree to the following terms in order to enter into an off-campus partnership program (Satellite) to teach **Family and Consumer Science** classes in the **Bluffton Exempted Village School District**:

The Association agrees that the current Family and Consumer Science and Career Based Intervention teachers shall be employed by Apollo and compensated on the Bluffton salary schedule, and shall continue with Bluffton fringe benefits, except for health, dental and life insurance, and flexible spending account, in which the employee will be enrolled in the Apollo Group, but at the terms of the Bluffton Collective Bargaining Agreement.

1. The Association further agrees that any additional issues with terms of employment, such as seniority, representation, supplemental duties outside of the career-technical program, or any other issue affecting the teacher's current (Bluffton) status of employment shall be at the exclusive control of the Bluffton Exempted Village School District.
2. The Board of Education agrees that this unique model of an off-campus partnership does not set a precedence in any way.
3. The Board of Education further agrees that if the current Family and Consumer Science teacher or Career Based Intervention teacher vacates the position, for any reason, and the Bluffton and Apollo Boards of Education desire to continue the course offerings at Bluffton, that the replacement teacher(s) will be placed on the Apollo salary schedule, on Apollo fringe benefits, and fall under the terms and conditions of employment of the Apollo Joint Vocational School District.

**This agreement is for one year, the 2014-15 school year.**

**APOLLO EDUCATION ASSOCIATION**

**APOLLO JVSD BOARD OF EDUCATION**

Sheryl Diglia 04-14-2014  
 Sheryl Diglia, Co-President Date

Jackie Place 4/28/14  
 Jackie Place, President Date

Darla Krites 4-15-2014  
 Darla Krites, Co-President Date

Greg Bukowski 4/28/14  
 Greg Bukowski, Treasurer Date

Judy Wells 4/25/14  
 Judy Wells, Superintendent Date

**MEMORANDUM OF UNDERSTANDING**

The Apollo Education Association and the Apollo Board of Education agree to permit Ann Benfield, Diversified Industrial Training Coordinator, to work an annual schedule as she has requested for the **2014-15 program year**. This agreement does not establish precedence, and it is not the intent of the Board of Education to request other collective bargaining unit members to work a similar schedule. This is the exclusive, unsolicited, voluntary request of Ann Benfield. The term of agreement is one year and the Board of Education will evaluate the results of this annual work schedule before agreeing to any future consideration.

**APOLLO EDUCATION ASSOCIATION**

Sheryl Diglia 04-14-2014  
Sheryl Diglia, Co-President                      Date

Darla Krites 04-15-2014  
Darla Krites, Co-President                      Date

**APOLLO JVSD BOARD OF EDUCATION**

Jackie Place 4/28/14  
Jackie Place, President                      Date

Greg Bukowski 4/28/14  
Greg Bukowski, Treasurer                      Date

Judy Wells 4/25/14  
Judy Wells, Superintendent                      Date

**MEMORANDUM OF UNDERSTANDING**

The Apollo Education Association and the Apollo Board of Education agree to provide students of the District to access and complete classroom lessons in lieu of attendance in order to complete up to three (3) days of instruction in excess of the number of days permitted under sections 3313.48 of the Ohio Revised Code due to closing of schools for any reasons as specified in section 3317.01.

The Apollo Board of Education and Apollo Education Association have approved as part of staff development lessons of instruction using a Moodle portal for the 2014-15 school year to make up lessons in this manner.

**APOLLO EDUCATION ASSOCIATION**

**APOLLO JVSD BOARD OF EDUCATION**

Sheryl Diglia 04-14-2014  
Sheryl Diglia, Co-President                      Date

Jackie Place 4/28/14  
Jackie Place, President                      Date

Darla Krites 04-15-2014  
Darla Krites, Co-President                      Date

Greg Bukowski 4/28/14  
Greg Bukowski, Treasurer                      Date

Judy Wells 4/25/14  
Judy Wells, Superintendent                      Date