



05-09-2018  
3069-01  
18-MED-03-0276  
K36872

***AGREEMENT***

***BETWEEN THE***

***MIAMI VALLEY CAREER TECHNOLOGY VOCATIONAL DISTRICT***

***AND THE***

***MIAMI VALLEY CAREER TECHNOLOGY CENTER  
EMPLOYEES' ASSOCIATION  
A.F.T. LOCAL 4575***

***CERTIFIED STAFF***

***July 1, 2018 - June 30, 2021***

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATIONS	1
ARTICLE III	ASSOCIATION RIGHTS	2
ARTICLE IV	INDIVIDUAL RIGHTS	3
ARTICLE V	MANAGEMENT RIGHTS	4
ARTICLE VI	INDIVIDUAL CONTRACTS	5
ARTICLE VII	TEACHING ASSIGNMENTS/TRANSFERS/VACANCIES	6
ARTICLE VIII	CALENDAR AND HOURS	7
ARTICLE IX	PERSONAL & COURT APPEARANCE LEAVES	8
ARTICLE X	SICKNESS, SICK LEAVE AND CONVERSION OF SICK LEAVE	10
ARTICLE XI	LEAVES OF ABSENCE	15
ARTICLE XII	RETURN FROM LEAVE OF ABSENCE	17
ARTICLE XIII	LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT	17
ARTICLE XIV	MILITARY LEAVE OF ABSENCE	17
ARTICLE XV	IMPROVEMENT LEAVE OF ABSENCE	18
ARTICLE XVI	EMPLOYEE EVALUATION AND PERSONNEL FILES	18
ARTICLE XVII	REDUCTION IN STAFF AND SENIORITY	21
ARTICLE XVIII	JURY DUTY	22
ARTICLE XIX	STRS PICKUP	22
ARTICLE XX	GRIEVANCE PROCEDURES	23
ARTICLE XXI	CALAMITY AND TIME LOST DUE TO ILLNESS	25
ARTICLE XXII	DISCIPLINE, PROGRESSIVE DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD	26
ARTICLE XXIII	SALARIES	27
ARTICLE XXIV	INSURANCE BENEFITS	28
ARTICLE XXV	ACTE MEMBERSHIP DUES	31
ARTICLE XXVI	TUITION REIMBURSEMENT	31
ARTICLE XXVII	EFFECT OF CONTRACT	32
ARTICLE XXVIII	HEADINGS AND TITLES	33
ARTICLE XXIX	DURATION	33
	SIGNATURES	34
APPENDIX A	SALARY SCHEDULES	35
APPENDIX B	GRIEVANCE FORMS	37
APPENDIX C	APPRAISAL FORM	39
APPENDIX D	FMLA	40
APPENDIX E	REQUESTING DONATION OF SICK LEAVE FORM	44
APPENDIX F	DONATION OF SICK LEAVE FORM	46
APPENDIX G	TUITION REIMBURSEMENT REQUEST FORM	47
APPENDIX H	REQUEST FOR PAYMENT OF TUITION REIMBURSEMENT	48

**ARTICLE I**  
**RECOGNITION**

The Miami Valley Career Technology Vocational District Board of Education (hereinafter referred to as the "Board") recognizes the Miami Valley Career Technology Center Employees' Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for all full and regular part-time classroom teachers, including full-time adult education teachers, nurses, counselors, media specialists, and program coordinators and substitute teachers under contract for 120 days or more. Excluded from the bargaining unit are: "As needed" substitute teachers, supplemental adult school teachers, supervisory, confidential and administrative personnel.

Whenever used herein, the term "employee" or "employees" shall mean members of the bargaining unit and shall exclude anyone not a member of the bargaining unit. No one who is not a member of the bargaining unit shall be a beneficiary of this Agreement.

This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

**ARTICLE II**  
**NEGOTIATIONS**

The Board and the Association shall have the right of free choice in designating representatives for the purpose of conducting professional negotiations, provided neither team shall exceed five persons.

The parties mutually agree to the dispute settlement procedure as outlined in Section 4117.14 of the Ohio Revised Code.

The Board will provide to the Association a print-ready copy of the Agreement within thirty days of the ratification of the agreement.

### **ARTICLE III**

#### **ASSOCIATION RIGHTS**

Names and addresses of new unit members shall be made available to the Association by September 15.

In addition to any payroll deductions required by law, the Board will deduct the periodic dues of the Association, for purposes of prompt transmittal to the Association, from the pay of a unit member so long as the unit member presents a written "deduction authorization" to the Treasurer. The Treasurer will cease such dues deduction if the authorization is revoked by the unit member. All deduction authorizations or revocations shall be presented to the Treasurer before September 30 of the year in which such authorization or revocation is to be effective. Additional deductions will include hospital and dental insurance premiums, one employee credit union and one tax sheltered annuity per employee.

The Association shall have the right to use the staff/faculty bulletin boards. Such use shall be in an area not to exceed 24 inches by 24 inches in the upper right hand corner. Material placed on the bulletin boards shall be identified as having been authorized by the Association. Use of bulletin boards by any employees' organization (as that term is defined in O.R.C. Section 4117.01 [D]), other than the Association, shall be brought to the attention of the Chief Administrator of the building where such use occurs and thereafter the Administration and the Association shall take reasonable steps to cause the discontinuation of such use.

The Association shall have the right to the use of the school facilities for meetings that do not conflict with previously set teacher meetings, subject to the approval of the appropriate Administrator. Such approval shall not be unreasonably withheld. Such meetings shall take place either immediately before or immediately after the teacher day, except that five meetings per school year may be scheduled to begin at 2:45 p.m. If additional meetings are requested and approved appropriate adjustments to the accumulated service time referred to in Article VIII, Calendar and Hours, shall be made. Post-secondary instructors are entitled to attend Association meetings if not scheduled to teach at the time of the meeting.

The Association may use the intra-school mail system, including electronic mail. The Association shall have the right to place materials in the mailboxes of employees. The Association President and liaison shall receive an advance copy of the board meeting agenda.

The Association shall be allowed to have its representatives, who are not employees of the district, enter buildings to conduct Association business with employees before and after school hours, so long as the instructional program is not interrupted.

The Association shall have the right to use the following school-owned equipment without charge so long as use is not made during the user's working hours: typewriters, calculators, computers, word processors, audio-visual equipment, and telephones for local calls only. Long distance calls shall be made only on the Association's credit card. The Association shall assume financial responsibility for loss or damage to said equipment while in use by the Association. Equipment may not be removed from the premises, and use of equipment in classroom and laboratory areas must have approval of the Supervisor or Principal.

The Association may use the school copy machines with the following provisions:

- A. Only the Association President, Vice President, Secretary, Treasurer, and Sergeant-at-Arms shall use the designated copy machine.
- B. Only the front office machines in each of the three buildings shall be used by the Association.
- C. A log of all copies run will be kept with the secretary closest to the machine. Said log will show the date, the number of copies run, and the person running the copies.
- D. The copy logs will be submitted to the Cashier at the end of each school quarter for prompt payment by the Association at the designated cost per copy. Such rate shall be no more than the actual cost to the Board.

The Association shall be permitted to make a brief announcement during the initial orientation meeting of each school year and to present the Association scholarship at the Senior Recognition ceremonies. The Association will also be permitted to make a presentation during the new employee orientation.

The Board will provide the President or designee up to seven (7) days of union leave per school year, to be approved in advance by the Director of Personnel, who will not unreasonably withhold approval. The Association will reimburse the Board monthly for 50% of the per diem salary of the President or designee when a day of union leave is used. The board will pay for the President's and/or designee's fringe benefits and the salary and any fringe benefit cost of a substitute used in place of the President and/or designee for the first four (4) days. The Association will reimburse the Board monthly for the salary and any fringe benefit cost of a substitute used in place of the President and/or designee for days five (5), six (6), and seven (7); in addition to the 50% of the per diem salary of the President or designee.

#### **ARTICLE IV** **INDIVIDUAL RIGHTS**

The Board and the Association recognize that employees have the right to join, or not to join, any organization for their professional and/or economic improvement. Such membership or non-membership shall be without reprisal and shall not be required as a condition of employment. The Association shall not exclude employees as members on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected characteristic.

No reprisals shall be taken against any participant in the negotiations process.

An employee shall have the right to representation at any employer initiated interview or meeting which may reasonably appear to jeopardize job security.

The employer may initiate an interview concerning a written and complete job evaluation and conduct such without the presence of a representative of the employee. However, following the interview the employee may request and shall promptly be granted a second interview at a reasonable time and place in which the employee may be represented.

The right to representation does not extend to interviews or meetings which cannot be reasonably or objectively linked to discipline or jeopardy of job security unless otherwise specifically set out in this Agreement, such as representation rights during grievance proceedings.

The Association and the Board agree that the provisions of this Agreement shall be applied equally to all employees without regard to race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected characteristic, in the programs and activities, including employment opportunities.

The immediately preceding paragraph shall not be enforceable by the grievance process, and the parties agree that questions of discrimination are to be directed to the appropriate state and/or federal agency(ies).

## **ARTICLE V** **MANAGEMENT RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and the Constitution of the State of Ohio and the United States, including the responsibility for, and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.

- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and expressed terms of this Agreement.

## **ARTICLE VI**

### **INDIVIDUAL CONTRACTS**

Contracts for certificated employees will contain the following:

- A. Name of certificated staff member
- B. Type of contract (limited or continuing)
- C. Salary classification
- D. Number of days to be worked
- E. Salary
- F. The fact that the employee is hired for purposes of replacing another employee on a leave of absence, but only if such be the case.

The annual notice of salary issued to each certificated employee will contain the following and will be issued no later than June 30 if determined, and if not determined, as soon thereafter when determined:

- A. Name of certificated employee
- B. Salary classification
- C. Number of days to be worked
- D. Salary

The contract and salary notice mentioned above, and the information contained therein, will be presumed to be factually and legally correct unless either party notifies the other, in writing, of an alleged error on or before September 30 of the school year the contract or notice is effective.

A certificated employee may request a change in the salary schedule due to educational qualifications, experience credit, changes in extended time, or similar changes which affect the rate of or total compensation of the employee. Requests for change must be received by the Board by September 30 in order to be effective for the current school year. The pay increase shall be retroactive to the beginning of the school year and shall be spread over the pays remaining in the school year. Requests received by the Board between October 1 and January 31 will be effective for the

remainder of the current school year. This pay increase will be for the remaining contract days, effective February 1 and shall be spread over the pays remaining in the school year. Certificated staff wishing to be considered for a continuing contract shall place in writing their request to the Board with substantiations for eligibility by August 30, prior to the year for which the contract will begin.

Some certificated staff members may be offered extended days for assuming advisory duties such as CTSO Advisor, Prom Advisor, etc. These certificated staff members will be paid for those duties on the second pay in May provided the assigned duties have been completed and the payroll requisition, developed by the Treasurer, is returned in time for processing during that pay period. If documentation is not submitted in time for the second pay in May, payment will be included in the pay following completion and submission to the Treasurer.

## **ARTICLE VII**

### **TEACHING ASSIGNMENTS/TRANSFERS/VACANCIES**

Each certificated employee shall be assigned to a specific position by, or under, the direction of the Superintendent and may be transferred to any other position for any purposes which, in the judgment of the Superintendent, is for the welfare of the teacher, the school, or the district. Notwithstanding any of the provisions below, the parties agree that teacher assignment and transfer is the sole and statutory prerogative of the Superintendent.

Beginning teachers or teachers who are beginning a new assignment of duty may be granted one day per school year for the purpose of observing an experienced teacher in that field at the MVCTC or another school.

A teacher who wishes to be assigned to a new or different position shall make the request to the Personnel Director. Such request shall be kept on file in the Personnel Director's office for one year unless removed at any time by the teacher.

Whenever a vacancy occurs (a vacancy shall be defined as newly-created certificated staff position or an existing position that is open and the Board determines to fill) the Board shall do the following in the order listed:

- A. FIRST, all teachers whose names are on the recall list under "Reduction in Force" and who hold proper educator licensure shall be called back to work.
- B. SECOND, all teachers who wish to voluntarily transfer and who have made or who make proper application, shall be interviewed and given consideration for the position.

All vacancies or new positions shall be posted for five work days. Posting shall be accomplished as follows:

- A. The notice shall be posted on the District web site.



- B. During the period between school years, the board shall make a reasonable effort to contact by phone those teachers who have filed a request for transfer and who are properly licensed for the vacant or new position.
- C. Vacancies or new positions shall not be filled until the expiration of the five day posting period unless an emergency exists which would justify the earlier filling of the position.

## **ARTICLE VIII** **CALENDAR AND HOURS**

The work day shall be 7 1/3 hours which shall include a 30 minute lunch break.

There shall be 185 scheduled work days and daytime high school teachers shall be at the school from 7:40 a.m. until 3:00 p.m. Satellite teachers will work the scheduled day of their host district. The post secondary teacher's work day shall be assigned by the Director or Supervisor of Adult Education or his/her designee. Aviation Maintenance teachers shall have 225 scheduled work days. The work days for Aviation Maintenance teachers will be reduced or increased as needed to meet the hours of instruction required in Federal Aviation Regulation Section 147.21.

Staff will be required to be in attendance at all administratively scheduled meetings, which shall end no later than 3:30 p.m. and be scheduled no more than four (4) times a month. Staff with state requirements of advisory committee meetings shall be required to be in attendance at the annually scheduled All Advisory Committee Meeting.

Teachers will be present for one supervisor-assigned Schedule Pickup Night and sophomore open house, except when excused for other school duties or emergencies by their supervisor. When such Schedule Pickup Night, parent-teacher conference(s) and sophomore open house extend beyond the regular teacher work day, compensatory release time shall be granted by the Board during a regularly scheduled school day, customarily the Wednesday before Thanksgiving.

When a teacher is requested by their supervisor to attend a professional meeting or to accompany a student(s) to a CTSO competition on a non-contract day, he/she shall be compensated at his/her per diem rate in addition to the usual and customary mileage and meal reimbursement.

The post-secondary teachers who are required by their supervisors to be present for scheduled graduation ceremonies, job placement activities, and preceptorship that extend beyond the regular work day shall be granted compensatory release time during the regularly scheduled work day.

If a teacher is requested by an administrator to use his/her planning time to substitute for another teacher, such teacher shall be paid \$32.

Excluding the preceding paragraph, if a secondary instructor does not have 200 minutes of planning time per week within the student day during weeks when there are not delays, calamity days, holidays, staff development days, or other events where high school students are not in attendance Monday through Friday, and 30 minutes of uninterrupted lunch per day, the instructor will be compensated at his/her per diem rate on a pro-rated basis. If an adult education instructor does not average 200 minutes of planning time per week per quarter, the instructor will be compensated at his/her per diem rate on a pro-rated basis.

A CTSO Advisor assigned to chaperone an overnight state or national leadership conference/competitive events activity or academic field trip to Washington, D.C. which includes a non-scheduled work day, will be reimbursed for the non-scheduled work day at the teacher's daily rate. If the overnight is for a state or national competition the teacher will be paid a \$100 stipend per night following the competition.

A teacher, who does not have a CTSO Advisor contract related to the event, assigned by an administrator to chaperone a competitive events activity that extends beyond the contractual work day shall be compensated at the current post-secondary hourly rate. This payment would only be for time worked from the end of the contractual work day until midnight. If the event extends to multiple work days, additional compensation would be provided after each contractual work day ended according to the terms contained in this paragraph.

The Association shall have the opportunity to have input before the school calendar is adopted for any school year, although calendars may be adopted for more than one school year. Except in the case of an emergency, there will be no changes in the adopted calendar without prior notification to the Association. As a general rule, sufficient time will be provided for input from the Association prior to Board adoption of changes to the adopted calendar.

## **ARTICLE IX**

### **PERSONAL AND COURT APPEARANCE LEAVES**

#### **Personal Leave**

Employees will be granted two personal leave days per year. Personal leave days can be accumulated to a maximum of three per employee and may be taken in one-quarter day increments. Personal leave shall not be used to obtain payment for any extended days provided by the Board.

The request shall be made via HR Kiosk, but need not state which of the following reasons is applicable. The applicant is contractually, as well as honor bound, not to request or take personal leave except for one of the following reasons:

- A. Business appointment which can only be scheduled during working hours

- B. Required court appearances as a litigant or witness; personal leave shall not be granted for a court action, arbitration proceeding, or administrative proceeding in which the employee is the sole party in a claim against the Board
- C. Religious holiday when abstinence from work is required
- D. Urgent family obligations over which the employee has no direct control, such as birth/adoption of the employee's child, funerals, weddings, graduations, parent-teacher conferences involving the employee's child, or attendance at ceremonies where a member of the immediate family is receiving an award of major significance
- E. College registration and activity related to college registration
- F. Emergencies, natural or personal for the employee
- G. Coaching (paid) an OHSAA sanctioned sectional, district, regional, or state athletic tournament event

"Birth/adoption of a child" is not intended to be added to sick leave for maternity reasons or be added to a maternity leave.

"Personal leave may be taken on any day except:

- A. The first regular teacher day
- B. The last regular teacher day
- C. The day before or the day after vacation or holidays

A request for personal leave on any of the above excluded days will be submitted in writing to the Superintendent. The granting of an exception to the personal day exclusion is at the sole discretion of the Superintendent, shall not set a precedent or expectation for future requests and may not be challenged pursuant to the grievance procedure or any other means.

Any certified employee of the MVCTVD with ten or more years of service with the MVCTVD may elect at the time of retirement from the MVCTVD or death while an employee of the MVCTVD to add accumulated personal leave days to the unused sick leave conversion formula for the purpose of severance/conversion. For the purpose of figuring conversion only, each year of employment shall count as two days of personal leave. In addition, in order to be eligible for conversion and payment for such leave, the employee must have retired or died while an employee of MVCTVD and a written application for such payment must be submitted by or on behalf of the employee within sixty (60) days of the last day actually worked as an employee of MVCTVD.

Personal leave days used shall be subtracted from the accumulated total. For example: A twenty-five year employee could, for conversion purposes, “potentially” accumulate 50 personal leave days. If such employee used 18 personal leave days throughout that time period, the accumulated total for severance/conversion would be 32 days. The total calculation for conversion to severance pay would be: 25 years x 2 = 50-18 = 32.

### **Court Appearance Leave**

Employees who are absent from work as a result of being subpoenaed as a witness in any court action, arbitration proceeding, or administrative proceeding, where neither the employee nor the Association are parties in a claim against the Board, shall be paid the difference between the court payment and his regular salary. The employee will receive his full daily wage from the Board by endorsing the witness payment to the Board.

Employees who are absent from work as a result of being subpoenaed as a witness in any court action, arbitration proceeding, or administrative proceeding in which the employee is the sole party in a claim against the Board, shall receive no pay for the period of absence except as allowed with personal leave.

## **ARTICLE X**

### **SICKNESS, SICK LEAVE AND CONVERSION OF SICK LEAVE**

With the following exceptions, definitions, explanations, or modifications, Section 3319.141 O.R.C. shall govern compensation for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee’s immediate family. Sick leave may be taken in increments of not less than one-quarter day.

A. “Immediate family” within the context of Section 3319.141 O.R.C. shall mean step children, foster children, exchange students, and those relatives, including spouses, domestic partner, living in the same household as the employee, for whom the employee is responsible, as well as children, brothers and sisters, and parents, regardless of where the children, brothers and sisters, and parents live.

Sick leave may be used for the serious illness or death of the following members of the employee’s family: step-parents, mother-in-law, father-in-law, grandchildren, and grandparents. Sick leave may be used for the day of birth of a grandchild.

Definition of a Domestic Partner: An intimate, committed, family type relationship, of two unrelated partners who share the necessities of life, live together, and have an emotional and financial commitment to one another, and who have maintained a relationship for at least twelve months, intending to do so indefinitely.

B. The Board of Education shall require an employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave, whether or not the use of sick leave is compensable. On said form the employee will indicate if he consulted a physician or practitioner of healing arts, and will authorize the Board of Education to verify the dates. In case of prolonged absence, the employee or person with power of attorney for the employee, will be required to report to the Personnel Director in person, by registered letter, or by phone call at least once a month.

C. Six weeks of paid sick leave may be used for maternity leave. An employee will not be required to exhaust his/her sick leave for maternity leave. At the employee's discretion, he/she may reserve up to five sick days to be available for use when he/she returns to work. If eligible, an employee could continue on unpaid FMLA leave. Paid sick leave beyond six weeks will be approved upon receipt of a physician's note stating an inability to return to work for personal health reasons.

D. Absence due to death in the immediate family is not to exceed five (5) days.

E. Employees who have exhausted all of their sick leave will be advanced a maximum of five paid sick leave days per year. The advanced sick leave days shall be subtracted from future credited sick leave. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any employee who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

F. Sick leave is earned at the rate of one and one-quarter days per month. Sick leave may accumulate to a maximum of 295 days.

G. All sick leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article XI, B.

H. Any employee of the MVCTVD with ten or more years of certified service with the state, any political subdivisions, or any combination thereof, at the time of retirement from active service, may elect at the time of retirement from the MVCTVD or death while an employee of the MVCTVD to convert accrued but unused sick leave credit to severance/conversion pay. In the event of the death of an employee of the MVCTVD with ten or more years of certified service with the state, any political subdivisions, or any combination thereof, any such conversion pay shall be paid to the estate of said employee as described later in this Article.

For the severance/conversion payment, the Board shall pay a certified employee 25% of his/her accrued but unused sick leave (up to 295 days) times his/her daily rate. In addition, the Board shall pay a certified employee 15% of his/her accrued but unused sick leave for days beyond 295 days times his/her daily rate. The days that exceed the limits stated in "F" may not be used for actual sick leave. Such payment shall be made only one time to an individual and will eliminate all sick leave credit accrued up to that time. An individual who returns to active service with the MVCTVD may accrue and use sick leave as before but may not convert the unused sick leave at the time they leave service. Sick leave conversion does not apply to any MVCTVD initiated termination.

Proof of retirement must be submitted to the Treasurer before payment is made due to retirement.

Payments outlined in Article X item H and Article IX shall be made by January 31<sup>st</sup> in the next calendar year after said proof has been submitted. In the event that payment is made because of death of the employee, payment shall be made to the employee's estate.

In addition, in order to be eligible for conversion and payment for such sick leave, the employee must have retired or died while an employee of the MVCTVD and written application for such payment must be submitted by or on behalf of the employee in the form and manner prescribed by the Treasurer and the Board's 403(b) provider, if applicable, within sixty (60) days of the last day actually worked as an employee of the MVCTVD. This employer non-elective contribution shall be made on the employee's behalf under the Board's 403(b) provider's product(s) rules and regulations in an amount equal to the total amount of the employee's severance pay in accordance with Article IX and X.

If an employee is entitled to have a contribution paid through the Board's 403(b) provider's product(s) and dies prior to such contribution being paid to the employee through the Board's 403(b) provider, the contribution shall be paid to the named beneficiaries of the employee. In the event no beneficiaries were designated, the severance shall be paid to the deceased's estate. However, such payments are subject to the extent of the limits based on includible compensation calculated through the month of death in accordance with final 403(b) regulations.

Any bargaining unit member who is entitled to severance pay and retired before the age of 55 shall receive severance pay that is paid directly to the employee prior to the start of the next tax year.

All contributions to the Board's 403(b) provider's product(s), all deferrals to a TSA, and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax

results associated with the Board's 403(b) provider's product(s), deferrals to a TSA or check payments made to an employee.

In the event an employee is ineligible to participate in the Board's 403(b) provider's product(s) and dies, any severance pay due shall be paid to the employee's estate.

I. The Association and the Board of Education recognize that chronic absenteeism is detrimental to the educational process. The Association and Board pledge to work together to improve employee attendance. Falsification of a statement for use of sick leave is grounds for suspension or termination of employment.

J. Sick Leave Fund

The purpose of the sick leave fund is to give additional days of sick leave to employees who experience catastrophic and/or life threatening illness. If the employee has exhausted all of their sick, personal and vacation leave, the employee may receive a donation of sick leave days.

For purposes of this procedure, the term "catastrophic and/or life threatening illness" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident

The Personnel Director in collaboration with the Employee Association President will be responsible for the management and record keeping of the sick leave fund. The decision of the Personnel Director and Employee Association President shall be final and binding and shall not be subject to the grievance procedure. If the Personnel Director and Employee Association President cannot agree on whether a donation is warranted, the District, at its cost, shall request the employee seeking the benefits of the

sick leave bank to be examined by a physician of the Board's choosing to determine whether the employee's condition would qualify as calamitous in nature.

An employee may request a donation of sick leave days after they have been out for a minimum of twenty consecutive days for a catastrophic and/or life threatening illness. All requests will be made to the Personnel Director.

Each employee may donate one day of their sick leave per fiscal year. If more days are donated than requested, a lottery system will be used to determine which employee's donated days will be accepted and converted to sick leave for the requestor. Four donated sick leave days will convert to one day of sick leave donated to the employee.

An employee may only receive twenty (20) donated sick leave days per fiscal year.

#### K. Assault Leave

Assault leave shall be granted to an employee who is physically unable to work and who, therefore, is absent from his/her assigned duties because of injury resulting from a physical assault in the course of their employment where the employee is determined not to have provoked the incident or otherwise be at fault. The Board shall have the sole authority, based on the totality of the evidence, to determine whether the physical disability resulted from the physical assault in the course of and arising out of employment with the Board. Any leave granted shall not be charged against sick leave earned under Article X of this Agreement. If authorized by the Board, the employee shall be granted the aforementioned assault leave and shall be maintained on a full pay status during such absence, up to a maximum of ten (10) working days.

#### Conditions

In addition to the above paragraph, employees shall be granted assault leave according to the following rules:

1. The incident, resulting in the absence of the employee must have occurred during the course of employment with the District while on the board premises or at a board approved or sponsored activity/event.
2. Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, any employee having information relating to such assault shall, as soon as possible, prepare a written statement containing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
3. If the employee received medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability, and its duration, shall be required before assault leave payment is made.



4. A employee shall not qualify for payment of assault leave until the physician's statement pursuant to (3) above has been submitted to the Superintendent.
5. Assault Leave approved under this Section shall not be charged against the employee's sick leave or any other leave that may be granted under the Board's rules and regulations.
6. Employees shall not be permitted to accrue assault leave.
7. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code exclusive of (1) any supplemental contract of employment; and (2) any worker's compensation due the employee by virtue of the employee's physical disability.
8. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

A. Upon the written request of an employee, the Board shall grant a leave of absence, without pay, for the reasons listed below. Upon the return of an employee from a leave of absence, such employee shall be returned to the same position that he/she held at the time such leave commenced, if available; if not available, then the employee shall be returned to an equivalent position for which he/she is qualified. The leave shall be no shorter than the end of the semester in which the request for leave is made, nor longer than the end of the next full school year ending June 30, following the school year in which the request for leave is made; provided, however, that the maximum amount of leave to be granted under this Article XI, A, shall be coordinated with FMLA leave under Article XI, B, such that the amount of leave the employee would otherwise be entitled to take under Article XI, A, shall be reduced by the number of weeks (and/or days) of FMLA leave the employee has taken (or will take), during the twelve-month period described in Article XI, B.

- (1) illness
- (2) disability
- (3) child rearing leave: a leave of absence without pay for the care of a child, immediately following the birth or adoption of such child for the father, or immediately following the release to return to work by the attending physician for the mother.

The employee shall designate the length of leave in his/her written request. Once a leave of absence has been requested and granted, an employee may return to

work from such leave earlier than the period of time for which such leave was granted only at the discretion of the Board, whose discretion shall not be subject to grievance.

Additionally, the Board may, in its discretion, grant leaves of absence for a period of not more than two consecutive school years for educational, professional, or other purposes.

B. The Board and employees shall have whatever rights, duties, discretion and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions of this section:

1. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, such 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

Example: The employee starts six weeks of FMLA leave on February 1, 2019 and takes another six weeks beginning October 10, 2019. The next available leave under FMLA would be February 1, 2020 when an employee would qualify for up to six weeks (only 12 weeks may be used between October 10, 2020 and October 10, 2021). If no leave was used from October 10, 2020 until October 10, 2021, then the employee could receive up to twelve weeks of FMLA leave.

2. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with their written request for leave of absence. Such an employee may continue to participate in the Board's group insurance program provided the employee pays his/her share of the premium for such insurance programs to the Treasurer by the 15th day of the month preceding the month in which the employee desires to have the insurance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations.
3. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her work duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.
4. An employee on FMLA leave shall, at not less than 14-day intervals, report to the Personnel Director in person, by registered letter, or by telephone call the employee's status and intent to return to work.
5. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if

not, the employee will be assigned to a similar position. An employee, who, after being notified by the employer, does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.

6. Whenever an employee is required to provide a certificate from a health care provider, the form attached hereto as Appendix D shall be used.
7. If an employee is placed on a leave of absence for physical or mental disability, with or without request by the employee, under O.R.C. Sec. 3319.13, then the employee shall first be placed on any available sick leave, in accordance with Article X. When sick leave has been exhausted, such employee shall then be placed on FMLA leave under Article XI, B. All sick leave used by the employee shall be counted against the amount of FMLA leave the employee is entitled to receive under Article XI, B. The employee may continue insurance in accordance with Article XI, B and COBRA regulations.

C. No employee granted a leave of absence by the Board shall secure other employment or be employed by another entity during the duration of the leave of absence. Employment in this paragraph shall be understood to include self employment.

## **ARTICLE XII**

### **RETURN FROM LEAVE OF ABSENCE**

Upon the return of an employee from a leave of absence, the Board may terminate the employment of any employee who was hired for the purpose of replacing the returning employee while he or she was on leave.

## **ARTICLE XIII**

### **LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT**

Leaves of absence for professional improvement may be granted under the terms and conditions of Section 3319.131 R.C. of the Ohio Revised Code as such exists at the time of the execution of this Agreement.

## **ARTICLE XIV**

### **MILITARY LEAVE OF ABSENCE**

Military leaves of absence shall be granted to each employee under the terms and conditions of the Ohio Revised Code including, but not limited to, Sections 3319.14 and 124.29.

**ARTICLE XV**  
**IMPROVEMENT LEAVE OF ABSENCE**

Any employee who has completed five consecutive years of service with the Miami Valley Career Technology Vocational District may apply for a one year unpaid leave of absence for study, travel, or other reasons related to self-improvement. The Board of Education may approve such leave of absence if recommended by the Superintendent.

**ARTICLE XVI**  
**EMPLOYEE EVALUATION AND PERSONNEL FILES**

A joint committee of three members of the Association and three administrators shall, at the request of either the Association or the Superintendent, review the observation and appraisal forms. The committee shall, at the conclusion of its review, submit a report to the Superintendent. If there is an absence of mutual agreement, the report shall include all points of view. Upon receipt of the report, the Superintendent shall submit the report to the Board which shall act upon such report within 55 days of receipt from the Superintendent.

Any documentation other than observations and appraisals which may be considered unfavorable and is intended to become a part of the personnel file of the employee must bear the signature of the employee and the individual making the allegation. The employee may reply in writing to such documentation. The reply will be attached to the documentation. Grievance materials will not be kept in the employee's personnel file.

An employee shall be notified of the intent of the administration to place in his/her personnel file any material (other than observations and appraisals which are covered in previous paragraphs) which may be considered critical of his/her conduct, service, character, or personality, and shall be provided the opportunity to read any such material prior to its being placed in his/her personnel file. Such opportunity shall be provided within 30 school days after receipt of such material.

An employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The signature shall not indicate agreement with the content of the material, but it will indicate only that the material has been read by the employee. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

Each employee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of confidential items, such as credentials and references, in the presence of a member of the administration. The employee may be accompanied by one other person in the review.

Materials will be removed from the employee's file pursuant to the Records Retention Commission. An employee shall be entitled to a copy of any material in his/her file except material, supplied to the Board from outside sources, considered as confidential.

The following portion of Article XVI applies to bargaining unit members whose positions do not fall within the following definitions:

- a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
- b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
- c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
- d. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.
- e. An employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Bargaining unit members who are not within the above definition shall be evaluated utilizing forms developed by the District including the below mentioned criteria when applicable. These other bargaining unit members include, but are not limited to full-time adult education instructors, nurses, and program coordinators.

Annually, credentialed evaluators shall evaluate the bargaining unit members whose positions fall outside of the above teacher definitions contained in a. through d. above. The annual evaluations include at least two (2) formal observations of at least thirty (30) minutes each. These staff members, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three (3) formal observations during the evaluation cycle.

All evaluations are completed by May 1. Staff evaluated under this section are provided with a written copy of their evaluation results by May 10.

## Criteria of Expected Job Performance:

The evaluator shall consider the following areas or subjects of performance:

### I. RESPONSIBILITY MANAGEMENT

- A. Demonstrates knowledge in completing assigned tasks
- B. Demonstrates effective planning and follow-through
- C. Uses a variety of strategies to solve problems
- D. Communicates effectively with students and associates (written and verbal)
- E. Provides for individual needs of students and staff
- F. Is fair in dealing with students and staff
- G. Seeks to improve educational environment
- H. Uses appropriate self assessment tools
- I. Shows evidence of utilizing available resources
- J. Shows a genuine interest in the education profession
- K. Shows respect for students and staff as individuals
- L. Is receptive to innovative educational concepts
- M. Handles job responsibility in a timely manner
- N. Shows evidence of personal organization
- O. Reflects competence in the use and care of the learning environment
- P. Shows evidence of concern for safety
- Q. Provides modeling to modify attitudes and behaviors

### II. INTERPERSONAL RELATIONS

- A. Demonstrates positive relationship with students and staff
- B. Strives for a positive relationship with staff, families, and community
- C. Shares ideas and is open to suggestions from students and staff
- D. Maintains professional conduct

### III. PROFESSIONAL RESPONSIBILITY

- A. Maintain complete inventory control
- B. Demonstrates a sense of responsibility
- C. Supports the district's regulations and policies
- D. Represents district in a professional manner
- E. Takes advantage of professional growth opportunities
- F. Is involved with school, business, community and/or student activities
- G. Follows proper channels with items of concern
- H. Uses discretion in discussion with school and staff
- I. Actively promotes MVCTC
- J. Handles school routines promptly and renders accurate reports
- K. Performs supervision assignments promptly and efficiently
- L. Strives for excellence in attendance

The Criteria of Expected Job Performance includes areas of performance both within and outside the classroom. The criteria of performance outside of the formal classroom setting are no different than what is customary in employment settings in Ohio Public Schools. That is, criteria such as punctuality, reliability, attendance, appropriate dress, health (both physical and mental) that adversely impacts work performance, and relationships with peers and supervisors are areas in which the certified staff member may be evaluated. Additionally, attendance at reasonably scheduled open houses or similar functions and availability for compensated extra duty positions are factors which shall be subject to evaluation.

The evaluator may comment in writing on observed deficiencies or proficiencies in each of the above criteria. If the evaluator makes no comment, the Board of Education shall assume the area of performance is satisfactory.

The above criteria will not be averaged. That is, neither the evaluator nor the certified staff member may assume, for example, that poor performance on one-half the criteria and good performance on the other half of the criteria averages out to "satisfactory performance." Rather, the Board of Education may view chronically unsatisfactory performance on merely one of the above criteria as potential reason to cause the Board of Education to favorably receive a recommendation to non-renew a contract.

The person conducting the evaluation shall make a written report of the results of the evaluation. Such report shall include specific recommendations regarding any improvements needed in the performance of the certified staff member being evaluated and provide assistance for continued professional growth such as providing professional workshops, written materials, tapes, videos, and so forth.

## **ARTICLE XVII**

### **REDUCTION IN STAFF AND SENIORITY**

A. The number of teachers or teaching positions may decline from one school year to the next due to deaths, retirements, resignations, terminations, leaves of absence, or non-renewals. The number of teachers or teaching positions may also decline because of a reduction in staff pursuant to Section 3319.17 O.R.C.

B. In making such reductions, the Board of Education shall proceed to suspend contracts in accordance with the written recommendations of the Superintendent, who shall, within each teaching field affected, based on qualifications as related to specific program needs, give preference to teachers on continuing contracts, and then to teachers on limited contracts, based on qualifications as related to specific program needs, with greater summative evaluation and then, if qualifications and summative evaluations are comparable as determined by the Superintendent, by seniority. Certificated areas must be on record in the teacher's personnel file by March 1 of any school year.

C. Limited contract teachers whose contracts have been suspended shall be placed on a recall list along with continuing contract teachers whose contracts have been suspended. Rehiring shall be on the basis of qualification as related to specific program needs and final summative evaluation results except that continuing contract teachers shall, by reason of their continuing contract status, be recalled prior to limited contract teachers. "Qualification" for vocational teachers shall mean certification (program certification, teacher qualifications) and related skills necessary for the program, as well as having taught the subject for one full year under teacher certification and program certification/license. "Qualification" for academic teachers shall mean appropriate certification and in correlated areas teachers will be on a separate list due to their area of specialization.

As vacancies occur, a teacher will be offered, contingent upon qualification as related to specific program needs and final summative evaluation results, the position by means of certified mail at the last address given in writing to the Director of Personnel by the teacher. The offer will be deemed to have been made on the date of mailing, even if the certified mail is unclaimed or undeliverable. Failure to accept the position offered within 14 calendar days of the date of mailing the offer will cause the teacher's name to be removed from the recall list. Teachers on the recall list will be responsible for keeping the Director of Personnel current, in writing, regarding their licensure, current address and telephone number. Every reasonable effort will be made to telephone a suspended teacher anywhere in the U.S.A. when a vacancy opens for which he/she is qualified.

D. The name of teachers whose contracts are suspended as a result of RIF shall be placed on a recall list for eighteen (18) months. The recall period shall begin the day following the last actual work date of the teacher being affected by the reduction.

E. For purposes of this Agreement, "seniority" shall mean the length of unbroken service since the most recent hire. Authorized leaves of absence shall not operate as a break in service, but neither shall the employee add to seniority during an authorized leave of absence.

#### **ARTICLE XVIII** **JURY DUTY**

The Board shall pay a full-time employee the difference between such employee's regular compensation and the remuneration received for serving as a juror. The employee shall endorse the check received as a juror to the MVCTC and receive his/her full daily rate.

#### **ARTICLE XIX** **STRS PICKUP**

The Board shall designate each employee's mandatory contributions to the State Retirement System as "picked up" by the Board as contemplated by Internal Revenue



Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then--current percentage amount of the employee's mandatory Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the Retirement System increased thereby.

The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings.

The Board and the Association agree that should the rules and regulations of the Internal Revenue Service or the Retirement Systems change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

It is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with tax laws and regulations.

The pick-up shall apply only to regular payroll and payroll requisitions.

## **ARTICLE XX**

### **GRIEVANCE PROCEDURES**

#### **A. Definitions:**

1. A "grievance" is a complaint of an alleged violation, misinterpretation or misapplication of this Master Contract.
2. A "grievant" is any bargaining unit member alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has adversely affected his or her rights under the Master Contract.

#### **B. Grievance Procedures:**

*Step One*--The grievant shall present a written request for a meeting to present the grievance orally to the administrator (level one administrator) responsible for the decision generating the grievance. The request must be within 15 working days after the grievant has knowledge of the facts which gave rise to the grievance.

*Step Two*--If the discussion does not resolve the grievance, the grievant shall present his or her grievance in writing by fully completing the prescribed Grievance Form I within five working days after the discussion in Step One and submitting it to the supervisor of the level one administrator identified in Step One (level two administrator). This level two administrator, or his or her designate, will investigate the grievance and the grievant may request a conference on the facts of the grievance. The request for conference will be noted on the form. Such conference will be held within seven working days and the grievant may be represented at such hearing by a person of his or her choice. The level two administrator will reply, in writing, to the grievance within five working days after the receipt of grievance or conference, whichever is applicable.

*Step Three*--If the level two administrator is not the Superintendent and the answer does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or his or her designee by fully completing the prescribed Grievance Form II within five working days after receipt of the reply in Step Two. The grievant may request a conference on the facts of the grievance. The conference shall be held within seven working days and the grievant may be represented at such a conference by a person of his or her choice. The Superintendent or his designate will reply within seven working days.

*Step Four* – If the Superintendent or his designee’s reply does not resolve the grievance, the Association may request mediation in writing within seven working days of the receipt of the Superintendent’s or his/her designee’s response. Upon request for mediation, the Association and the Superintendent will jointly submit a request to the Federal Mediation and Conciliatory Services to provide a mediator. Each party will be responsible for the fees and expenses of its representative.

*Step Five*--If mediation does not resolve the grievance, the Association may request arbitration in writing within seven working days of the mediation process.

C. Arbitration:

1. Upon request for arbitration, the Association and the Superintendent will jointly submit a request to the American Arbitration Association to provide the parties with a panel of eleven arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the Rules of the American Arbitration Association. Either party may reject one entire list submitted by the American Arbitration Association. The Arbitrator shall declare one party to have prevailed. The party that fails to prevail shall pay the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representative. The filing costs with AAA will be split evenly between the Board and the Association.

If the Board subpoenas any school personnel as witnesses, it shall pay the cost of any substitutes necessary.

If the Association subpoenas any certificated personnel as witnesses, it shall reimburse the Board for the costs of the substitutes employed for the witnesses.

2. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to ignore, add to, subtract from or modify this Agreement. Any arbitrator's decision may not go beyond what is necessary for the interpretation or application of this Agreement, and the arbitrator may consider only the specific language of this Agreement. Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard by the arbitrator in a hearing and award separate from a hearing to determine the substantive issues, or merits of a grievance.

D. Additional Considerations:

1. If the administrators, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step by the employee will be considered termination of the grievance.
2. Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding arbitration results or grievance settlements which require a change to an entry or record in a personnel file may be attached to that item in the file.
3. Copies of grievance forms will be made available in all Building Principal's offices and supplied on request to individuals or the Association. (The grievance forms referred to herein are attached to this Master Contract in the Appendix.)
4. No censure or other adverse action will be taken by either party against any grievant or administrators participating in this grievance procedure.
5. A class action grievance may be filed, but must include the names of all individuals participating.

**ARTICLE XXI**

**CALAMITY AND TIME LOST DUE TO ILLNESS**

No certificated employee shall lose pay because of an epidemic or public calamity when school is closed by the Superintendent or the Board. When the daytime high school is closed, the Adult Education Director or Supervisor, considering staff and student safety, will decide which adult programs will operate and which adult education personnel will report.

No certificated employee shall be required to make up time lost due to an epidemic or public calamity, except that the Board reserves the right to re-schedule such hours as are necessary to meet the minimum number of school hours as may be required to be eligible for foundation funds or to otherwise comply with any laws or regulations of the state or federal governments setting forth a minimum number of hours in a school year. The Association shall be consulted before the re-scheduling of the make-up time where scheduling would differ from the adopted school calendar for make-up time.

(For example, if eighteen hours are lost because of the school being closed due to an epidemic or public calamity, and it is not necessary to make up any of those hours in order to comply with Ohio law on the minimum number of hours; such hours will not be scheduled. However, if forty-two hours were lost because of school being closed because of an epidemic or public calamity, and it was necessary to make up twelve of those hours in order to comply with Ohio law, then certificated employees would be expected to report to work on the make-up days inasmuch as they have previously been compensated for such time. Due to partner district transportation limitations, certified employees will be required to complete full 7 1/3 hour make-up days even if the additional instructional time needed to meet the minimum number of hours is less than 7 1/3 hours.)

All rights to pay for time lost due to illness shall be governed by Article X.

**ARTICLE XXII**  
**DISCIPLINE, PROGRESSIVE DISCIPLINE, DISCHARGE**  
**AND PROBATIONARY PERIOD**

Each newly hired employee shall serve a probationary period of three full school years. A full school year shall mean a school year of no less than 120 working days.

A probationary employee may have his/her contract non-renewed prior to June 1 of each of the employee's first three contracts at the discretion of the Superintendent. Such non-renewal decision will not be effective until the end of such employee's then current contract. The employee will be notified by his/her Supervisor that the employee's contract will not be recommended for renewal for the forthcoming year. Any recommendation for non-renewal by a Supervisor shall entitle the employee to an opportunity to meet with his/her Supervisor and/or the Superintendent prior to the recommendation being forwarded to the Board. The employee shall, upon written request, be granted an opportunity to speak to the Board prior to action being taken on the recommendation of non-renewal. The opportunity to speak to the Board shall be either in executive or public session, at the option of the employee. The employee may be accompanied by an Association representative at the Board meeting.

The Superintendent, or his/her designee, shall have the right to reprimand, suspend with or without pay, discharge, or otherwise discipline an employee for good and just cause.

Except in instances wherein the employee is found guilty of misconduct or if the employee's presence represents a clear and present danger to students, employees, or the public, discipline shall be applied in a progressive and corrective manner.

An employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reasons for which he has been suspended or discharged. A suspension in accordance with this Article shall be for a specific number of consecutive days on which an employee would be regularly scheduled to work.

An employee (and, at the request of the employee, the Association President) shall be given a copy of any reprimand or other disciplinary action entered on his personnel record within three working days of action being taken.

Notwithstanding Article XX, Grievances whenever the imposition of disciplinary action results in termination of employment, or in a direct economic loss of more than three days of pay in a school year, such disciplinary action will be subject to binding arbitration. The provisions of Article XX, Grievances, will be applicable as to procedure except that:

In the case of termination of employment, the terminated employee, as well as the Association, may request binding arbitration, using procedures to the extent applicable, under Step 4 and 5 of Article XX, Grievances. In the event the terminated employee requests arbitration and the Association does not request arbitration, then the terminated employee may act in place of the Association under paragraph C of Article XX, Grievances.

In arbitration matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) the discipline which is the subject of the grievance.

The parties agree that in the event a grievance involving discipline is subject to binding arbitration, then the procedure of adjustment of such grievance is fair and complete and that it constitutes the sole and exclusive method for the adjustment of grievances.

The provisions in this article are in lieu of procedures in Chapter 3319 of the O.R.C. and in the event of conflict, these provisions supersede Chapter 3319.

### **ARTICLE XXIII** **SALARIES**

Salaries shall be paid according to Appendix A which is attached to this Contract and made a part of this Contract.

All employees' payroll checks will be direct deposited into their selected financial institution account.

**ARTICLE XXIV**  
**INSURANCE BENEFITS**

A. All full time employees are eligible for the benefits in this Article.

B. Hospitalization Insurance:

Preferred Provider Organization (PPO)

The Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding plan year plus eighty-eight percent (88%) of any premium increase.

Alternative High Deductible Health Plan (HDHP)

i. The Board shall offer a HDHP with \$2,000/\$4,000 deductibles as an alternative to the PPO. The Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding December plus eighty-eight percent (88%) of any premium increase.

ii. Employees enrolling in the HDHP shall have an individual Health Savings Account (HSA) in accordance with federal law. Employees may contribute to their individual accounts as allowed by law. The Board shall contribute amounts to each employee's HSA as follows:

	First Full or Partial Plan Year	Subsequent Plan Year
Single Coverage	\$1,300	\$1,000
Employee + Child	\$2,600	\$2,000
Family Coverage	\$2,600	\$2,000
<p>If a member opts to enroll in the HDHP he/she shall have his/her HSA credited upon enrollment by the Board with a lump sum amount of \$1,300 for a single plan insurance subscriber or \$2,600 for employee plus children or family plan insurance subscribers in his/her initial full or a pro-rated amount in the partial plan year of enrollment in the HDHP. Any subsequent years that the member is enrolled in the HDHP shall have the HSA credited in equal monthly amounts by the Board during the plan year.</p>		

Employees who elect to participate in the HDHP/HSA option will reimburse the Board for any excess fractional amount of the Board's HSA contribution for the plan year in which they leave employment or otherwise cease participation in the HDHP/HSA option.

C. Dental Insurance:

The Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding plan year plus eighty-eight percent (88%) of any premium increase.

D. Plan:

The primary health insurance plan shall be at the choice of the Board, provided that any change in carriers will not lessen the current coverage, so long as such coverage is made available by the current insurance carrier. If the current insurance carrier will no longer offer all coverages currently in effect, then the Board shall notify the Association at least thirty (30) days prior to the effective date of any change in carrier or coverage.

E. Selection:

When full time spouses are employed by the Board, either two single plans or one family plan may be selected, but there will not be an option of two family plans. If one family plan is selected the other employee will complete an enrollment form indicating "ineligible" for coverage. In this case, both employees and eligible children will be covered under the family plan.

None of the insurance benefit coverage is automatic. To be covered an employee must complete appropriate applications as prescribed by the provider or its representative within thirty (30) days of his/her first day of work or Qualifying Life Event, or wait until the next open enrollment period as determined by the insurance carrier.

The Board's obligation under this shall cease on the effective date an employee resigns or retires for any reason, or the effective date an employee's individual contract and employment are terminated for any reason or suspended due to a reduction in force, or the effective date an employee goes on a leave of absence without pay, except employees may continue insurance benefits coverage under those conditions set forth in 3313.202 of the O.R.C. by paying all premiums for such coverage, but such premium payments shall not be required more than thirty (30) days in advance of the insurance carrier's due date.

F. Change in Plans:

If the Board initiates any change in the plans or coverage, such will first have the advance agreement of the Association. However, changes initiated by the carriers will not be subject to negotiation if the Board does not have the means to control such changes.

G. Life Insurance:

A term life insurance policy will be purchased for each full time employee for coverage no less than one and one-half times the employee's annual salary subject to carrier terms and conditions.

H. Waiver:

Full-time employees who fulfill their regular contract days have the option to waive their hospitalization and/or dental insurance coverage for the plan year (January 1 to December 31). If the employee does not have insurance during a plan year, a stipend of \$2,000 for waived hospitalization and dental, a stipend of \$1,900 for waived hospitalization only, or a stipend of \$100 for waived dental insurance only, will be paid to the employee by January 31<sup>st</sup> (subject to I.R.S. regulations) after the waived year.

If an employee resumes the medical and/or dental coverage during a plan year based on a Qualifying Life Event, a pro-rated stipend will be paid for the period when coverage was waived. The waiver will be paid by January 31 after the partially waived year.

New employees will be eligible to waive their medical and/or dental insurance coverage upon being hired by the District. The stipend for eligible new employees will be on a pro-rated basis until the new plan year.

Full-time employees who retire, fulfill their contractual obligations, and elect to waive their medical and/or dental insurance coverage will be paid a pro-rated stipend for the period from January 1 through their retirement date.

When an employee and the employee's spouse or domestic partner are both employed by the Board, and either one has family or employee plus children coverage with the board, they are not eligible for the above mentioned waiver.

I. Spousal Insurance Option:

The Board will pay a full-time employee, who is not eligible for the waiver in this article, a lump sum annual payment of \$1,500 for each plan year if:

1. the spouse or domestic partner, currently eligible to enroll in the District's family hospitalization insurance, enrolls in at least a single coverage (individual) plan with his or her employer, other than Miami Valley Career Technology Center; and
2. the full-time employee acknowledges such enrollment via a spousal verification form and enrolls in either the District's employee plus children or single hospitalization insurance.

The stipend for the spousal insurance option for eligible new employees will be on a pro-rated basis until the new plan year.



Full-time employees who retire, fulfill their contractual obligations, and elect to participate in the spousal insurance option will be paid a pro-rated stipend for the period from January 1 through their retirement date.

J. Eligibility for Insurance based on Carrier Terms:

An employee's eligibility and his/her dependent's eligibility for the insurance coverage and benefits of this Article shall be governed by the terms, conditions and exclusions contained in the respective insurance policies, and if benefits are denied to any employee, his or her dependents or their heirs, executors or assigns by any insurance carrier, the Board shall not be liable in any way.

**Article XXV**  
**ACTE MEMBERSHIP DUES**

If the Board does not purchase an Ohio ACTE Institutional Membership, the Board will pay 50% of Ohio ACTE and National ACTE membership dues for any full time certified staff member. Division dues will not be included in this calculation.

**Article XXVI**  
**TUITION REIMBURSEMENT**

The Board shall reimburse full-time certificated employees for tuition paid to an accredited college or university for coursework directly related to the employee's area of responsibility or to the employee's Individual Professional Development Plan (IPDP).

The Board shall establish a separate account for the purposes of tuition reimbursement for full-time certificated employees. The Board shall place \$27,000 in said account for each year of this agreement. The balance will be zeroed out after annual disbursements are made.

Application for reimbursement must be made to the Treasurer by September 1, for course work completed between July 1 and June 30 of the previous school year. The Treasurer shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.

- A. To be eligible for reimbursement the employee must meet the following qualifications:
  - a. Must be employed full time and in good standing on September 1, for coursework completed between July 1 and June 30 of the previous school year.

- b. Application for tuition reimbursement must be made during the regular school year through employee's supervisor and approved by the Treasurer prior to the first class meeting.
- c. Coursework must be from an accredited college or university.
- d. Coursework must be directly related to the employee's area of responsibility or to the employee's Individual Professional Development Plan (IPDP).
- e. Provide the Treasurer with an official transcript substantiating course completion and final grade of A, B, or equivalent.
- f. If the course is pass/fail, transcript must substantiate course was passed and a letter from the instructor/professor must be presented confirming a level of achievement of "B" or above work.
- g. No reimbursement shall be provided for audited course work.
- h. Provide the Treasurer with appropriate receipt documenting paid for course work.

The Treasurer shall provide written approval/disapproval to the applicant no later than twenty (20) workdays after receipt of the application. If the application is not approved, the Treasurer shall include reasons for the disapproval. The decision of the Treasurer shall be final and binding and shall not be subject to the grievance procedure.

A single reimbursement payment for the entire year will be made to the staff member on the first regular pay in October. The maximum annual reimbursement for a staff member shall be \$2,000. Reimbursement shall be treated as income and shall be subject to taxation as required by IRS regulations.

## **ARTICLE XXVII**

### **EFFECT OF CONTRACT**

Should this Contract or any of its terms be in conflict with any of the terms of the Miami Valley Career Technology Center Staff Handbook, this Contract shall prevail. Should this Contract be in conflict with any Miami Valley Career Technology Vocational District Board of Education policy effective at the time this Contract is effective, this Contract shall prevail.

A memorandum of understanding is an agreement between the parties, recognizing a desire and a willingness to expand the scope of required bargaining, either to clarify an issue or to reach accord on a matter of mutual concern.

Such memorandum shall remain in effect for either period defined or for the duration of the master agreement, as negotiated by the parties.

Memorandum of understanding shall be considered as an addendum to the contract and subject to re-negotiation only by mutual consent of the parties.

This Agreement represents the entire agreement between the Board and the Association.

**ARTICLE XXVIII**  
**HEADINGS AND TITLES**

The headings, titles, subparagraph titles, and indices contained in this Agreement are for convenience purposes only. Such are not a part of the Contract nor are to be used in construction or interpretation of this Contract or Agreement.

**ARTICLE XXIX**  
**DURATION**

This Agreement shall be effective as of the 1st day of July, 2018, and shall remain in effect through June 30, 2021.


Additionally, either party may give written notice of its intention to negotiate not more than 120 days and not less than 90 days prior to June 30, 2021. Negotiations shall begin no later than May 1, 2021.

IN WITNESS THEREOF, the parties hereunto have set their hands for:

MIAMI VALLEY CAREER  
TECHNOLOGY VOCATIONAL  
DISTRICT BOARD OF EDUCATION

By   
Superintendent

Date 5/8/2018

By   
Board President

Date 5/8/2018

By   
Treasurer

Date 5/8/2018

By   
Negotiations Committee Member

Date 5/8/2018

MIAMI VALLEY CAREER  
TECHNOLOGY CENTER  
EMPLOYEES ASSOCIATION

By   
President

Date 5/3/18

By   
Negotiations Committee Member

Date 5/3/2018

By   
Negotiations Committee Member

Date 5/3/2018

By   
Negotiations Committee Member

Date 5-4-2018

By   
Negotiations Committee Member

Date 5-4-18

**APPENDIX A**  
**2018-21 Salary Schedules**  
**Based on 185 Days**

**2018-19**

Step	Index	Non-Degree	Index	Bachelors	Index	Bachelors +150	Index	Masters	Index	Masters +15	Index	Masters +30
1	0.87	\$40,032	1.00	\$46,013	1.04	\$47,854	1.08	\$49,694	1.10	\$50,615	1.12	\$51,535
2	0.91	\$41,872	1.04	\$47,854	1.08	\$49,694	1.12	\$51,535	1.14	\$52,455	1.17	\$53,835
3	0.95	\$43,713	1.08	\$49,694	1.12	\$51,535	1.17	\$53,835	1.19	\$54,756	1.22	\$56,136
4	0.99	\$45,553	1.13	\$51,995	1.18	\$54,296	1.23	\$56,596	1.25	\$57,517	1.27	\$58,437
5	1.04	\$47,854	1.18	\$54,296	1.24	\$57,056	1.29	\$59,357	1.30	\$59,817	1.32	\$60,737
6			1.24	\$57,056	1.30	\$59,817	1.35	\$62,118	1.36	\$62,578	1.38	\$63,498
7			1.30	\$59,817	1.36	\$62,578	1.41	\$64,879	1.42	\$65,339	1.44	\$66,259
8			1.36	\$62,578	1.42	\$65,339	1.47	\$67,639	1.49	\$68,560	1.51	\$69,480
9			1.42	\$65,339	1.48	\$68,100	1.54	\$70,860	1.56	\$71,781	1.58	\$72,701
10			1.48	\$68,100	1.54	\$70,860	1.61	\$74,081	1.63	\$75,002	1.65	\$75,922
11			1.54	\$70,860	1.61	\$74,081	1.68	\$77,302	1.70	\$78,222	1.72	\$79,143
12			1.60	\$73,621	1.68	\$77,302	1.75	\$80,523	1.77	\$81,443	1.79	\$82,364
13			1.67	\$76,842	1.75	\$80,523	1.82	\$83,744	1.84	\$84,664	1.86	\$85,585
17			1.79	\$82,364	1.88	\$86,505	1.96	\$90,186	1.98	\$91,106	2.00	\$92,026
25			1.86	\$85,585	1.96	\$90,186	2.04	\$93,867	2.06	\$94,787	2.08	\$95,707

**2019-20**

Step	Index	Non-Degree	Index	Bachelors	Index	Bachelors +150	Index	Masters	Index	Masters +15	Index	Masters +30
1	0.87	\$40,832	1.00	\$46,933	1.04	\$48,811	1.08	\$50,688	1.10	\$51,627	1.12	\$52,565
2	0.91	\$42,709	1.04	\$48,811	1.08	\$50,688	1.12	\$52,565	1.14	\$53,504	1.17	\$54,912
3	0.95	\$44,587	1.08	\$50,688	1.12	\$52,565	1.17	\$54,912	1.19	\$55,851	1.22	\$57,259
4	0.99	\$46,464	1.13	\$53,035	1.18	\$55,382	1.23	\$57,728	1.25	\$58,667	1.27	\$59,606
5	1.04	\$48,811	1.18	\$55,382	1.24	\$58,198	1.29	\$60,544	1.30	\$61,014	1.32	\$61,952
6			1.24	\$58,198	1.30	\$61,014	1.35	\$63,360	1.36	\$63,830	1.38	\$64,768
7			1.30	\$61,014	1.36	\$63,830	1.41	\$66,176	1.42	\$66,646	1.44	\$67,584
8			1.36	\$63,830	1.42	\$66,646	1.47	\$68,992	1.49	\$69,931	1.51	\$70,870
9			1.42	\$66,646	1.48	\$69,462	1.54	\$72,278	1.56	\$73,216	1.58	\$74,155
10			1.48	\$69,462	1.54	\$72,278	1.61	\$75,563	1.63	\$76,502	1.65	\$77,440
11			1.54	\$72,278	1.61	\$75,563	1.68	\$78,848	1.70	\$79,787	1.72	\$80,726
12			1.60	\$75,094	1.68	\$78,848	1.75	\$82,134	1.77	\$83,072	1.79	\$84,011
13			1.67	\$78,379	1.75	\$82,134	1.82	\$85,419	1.84	\$86,358	1.86	\$87,296
17			1.79	\$84,011	1.88	\$88,235	1.96	\$91,990	1.98	\$92,928	2.00	\$93,867
25			1.86	\$87,296	1.96	\$91,990	2.04	\$95,744	2.06	\$96,683	2.08	\$97,622

**2020-21**

<b>Step</b>	<b>Index</b>	<b>Non-Degree</b>	<b>Index</b>	<b>Bachelors</b>	<b>Index</b>	<b>Bachelors +150</b>	<b>Index</b>	<b>Masters</b>	<b>Index</b>	<b>Masters +15</b>	<b>Index</b>	<b>Masters +30</b>
1	0.87	\$42,057	1.00	\$48,341	1.04	\$50,275	1.08	\$52,209	1.10	\$53,176	1.12	\$54,142
2	0.91	\$43,991	1.04	\$50,275	1.08	\$52,209	1.12	\$54,142	1.14	\$55,109	1.17	\$56,560
3	0.95	\$45,924	1.08	\$52,209	1.12	\$54,142	1.17	\$56,560	1.19	\$57,526	1.22	\$58,977
4	0.99	\$47,858	1.13	\$54,626	1.18	\$57,043	1.23	\$59,460	1.25	\$60,427	1.27	\$61,394
5	1.04	\$50,275	1.18	\$57,043	1.24	\$59,943	1.29	\$62,361	1.30	\$62,844	1.32	\$63,811
6			1.24	\$59,943	1.30	\$62,844	1.35	\$65,261	1.36	\$65,744	1.38	\$66,711
7			1.30	\$62,844	1.36	\$65,744	1.41	\$68,161	1.42	\$68,645	1.44	\$69,612
8			1.36	\$65,744	1.42	\$68,645	1.47	\$71,062	1.49	\$72,029	1.51	\$72,996
9			1.42	\$68,645	1.48	\$71,545	1.54	\$74,446	1.56	\$75,413	1.58	\$76,380
10			1.48	\$71,545	1.54	\$74,446	1.61	\$77,830	1.63	\$78,797	1.65	\$79,763
11			1.54	\$74,446	1.61	\$77,830	1.68	\$81,214	1.70	\$82,181	1.72	\$83,147
12			1.60	\$77,346	1.68	\$81,214	1.75	\$84,598	1.77	\$85,564	1.79	\$86,531
13			1.67	\$80,730	1.75	\$84,598	1.82	\$87,981	1.84	\$88,948	1.86	\$89,915
17			1.79	\$86,531	1.88	\$90,882	1.96	\$94,749	1.98	\$95,716	2.00	\$96,683
25			1.86	\$89,915	1.96	\$94,749	2.04	\$98,617	2.06	\$99,583	2.08	\$100,550

**APPENDIX B**

**MIAMI VALLEY CAREER TECHNOLOGY CENTER  
STEP II GRIEVANCE (FORM 1) - CERTIFIED**

DATE SUBMITTED: \_\_\_\_\_

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

BUILDING: \_\_\_\_\_

EMPLOYEE'S SUPERVISOR: \_\_\_\_\_

Briefly state the problem, indicating the date grievance occurred and provisions of contract allegedly violated:

Remedy Sought: \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Did you discuss this problem with your Supervisor prior to filing this grievance? \_\_\_\_ If so, please give date \_\_\_\_\_ and name of person you discussed it with \_\_\_\_\_

\*\*\*\*\*

STEP II RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

STEP III (FORM 2)

NAME: \_\_\_\_\_ DATE \_\_\_\_\_

The disposition of this grievance at Step II has not been satisfactory. I find it necessary to appeal this grievance to Step III for the following reasons:

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

\*\*\*\*\*

STEP III RESPONSE:

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_



MIAMI VALLEY CAREER TECHNOLOGY CENTER  
**APPENDIX C**  
 CERTIFIED SUPPORT STAFF APPRAISAL REPORT

Employee:					Rater's Comments
Date of Conference:	Acceptable	Needs Improvement	Not Acceptable	Bldg. Dir. Concerns	

I Responsibility Management

A. Demonstrates knowledge in completing assigned tasks				
B. Demonstrates effective planning and follow through				
C. Uses a variety of strategies to solve problems				
D. Communicates effectively with students and associates (written & verbal)				
E. Provides for individual needs of students and staff				
F. Is fair in dealing with students and staff				
G. Seeks to improve educational environment				
H. Uses appropriate self assessment tools				
I. Shows evidence of utilizing available resources				
J. Shows a genuine interest in the education profession				
K. Shows respect for students and staff as individuals				
L. Is receptive to innovative educational concepts				
M. Handles job responsibility in a timely manner				
N. Shows evidence of personal organization				
O. Reflects competence in the use and care of the learning environment				
P. Shows evidence of concern for safety				
Q. Provides modeling to modify attitudes and behaviors				

II INTERPERSONAL RELATIONS

A. Demonstrates positive relationship with students and staff				
B. Strives for a positive relationship with staff, families, and community				
C. Shares ideas and is open to suggestions from students and staff				
D. Maintains professional conduct				

III PROFESSIONAL RESPONSIBILITY

A. Maintains complete inventory control				
B. Demonstrates a sense of responsibility				
C. Supports the district's regulations and policies				
D. Represents district in a professional manner				
E. Takes advantage of professional growth opportunities				
F. Is involved with school, business, community and/or student activities				
G. Follows proper channels with items of concern				
H. Uses discretion in discussion of school and staff				
I. Actively promotes MVCTC				
J. Handles school routine promptly and renders accurate reports				
K. Performs out of class supervision assignments promptly and efficiently				
L. Strives for excellence in attendance				

Employee Comments

Employee's Signature\* \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Bldg. Director's Signature \_\_\_\_\_

\*Employee's signature does not necessarily indicate agreement.



**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?  No

Yes. Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No

Yes. If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_ No \_\_\_ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary? \_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_ No \_\_\_ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?

\_\_\_ No \_\_\_ Yes . If so, explain:

\_\_\_\_\_

\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR  
ADDITIONAL ANSWER.**

\_\_\_\_\_



## APPENDIX E

### Miami Valley Career Technology Center Requesting Donation of Sick Leave Form

I, \_\_\_\_\_, am requesting \_\_\_\_\_ days of donated sick leave to begin on \_\_\_\_\_.

Donation of sick leave will be in accordance with O.R.C. 3319.141 and Article X of the Miami Valley Career Technology Center Master Agreement.

The purpose of the sick leave fund is to give additional days of sick leave to employees who experience catastrophic and/or life threatening illness. If the employee has exhausted all of their sick, personal and vacation leave, the employee may receive a donation of sick leave days.

For purposes of this procedure, the term "catastrophic and/or life threatening illness" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident

The Personnel Director in collaboration with the Employee Association President will be responsible for the management and record keeping of the sick leave fund. The decision of the Personnel Director and Employee Association President shall be final and binding and shall not be subject to the grievance procedure. If the Personnel

Director and Employee Association President cannot agree on whether a donation is warranted, the District, at its cost, shall request the employee seeking the benefits of the sick leave bank to be examined by a physician of the Board's choosing to determine whether the employee's condition would qualify as calamitous in nature.

An employee may request a donation of sick leave days after they have been out for a minimum of twenty consecutive days for a catastrophic and/or life threatening illness. All requests will be made to the personnel director.

Each employee may donate one day of their sick leave per fiscal year. If more days are donated than requested, a lottery system will be used to determine which employee's donated days will be accepted and converted to sick leave for the requestor. Four donated sick leave days will convert to one day of sick leave donated to the employee.

An employee may only receive twenty donated sick leave days per fiscal year.

---

Employee Signature

---

Date

**APPENDIX F**

**Miami Valley Career Technology Center  
Donation of Sick Leave Form**

\_\_\_\_\_ is requesting sick leave donations. If you wish to donate according the guidelines listed, please fill out this form and return it to the personnel director by \_\_\_\_\_.

Guidelines for Donating Days to the Sick Leave Fund

1. Employees are limited to donating one day per fiscal year.
2. Once an employee has donated a day it cannot be withdrawn.
3. Days cannot be donated for the purpose of increasing an employee's severance pay.

I, \_\_\_\_\_, agree to donate one day of my accumulated sick leave to  
(Print Name)

be used by \_\_\_\_\_. I have read the guidelines for donating to the sick  
(Print name of requesting employee)

leave fund and agree to the terms of donating the day. I further understand that if more days are donated than requested, that donations will be determined by lottery.

\_\_\_\_\_  
Signature of Donating Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
(For Office Use Only)

\_\_\_\_\_ Thank you for your donation. The day you have donated will be deducted from your accumulated sick leave balance.

\_\_\_\_\_ Thank you for your donation; however, your day was not needed. You may donate at a later time.



**APPENDIX G**

**Miami Valley Career Technology Center  
Tuition Reimbursement Request Form  
This form is to be completed prior to the first class meeting.**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

University offering course: \_\_\_\_\_

Department: \_\_\_\_\_

Number Credit Hours: \_\_\_\_\_ Type (circle one) semester quarter

Date(s) of Course: \_\_\_\_\_

Location: \_\_\_\_\_ Time: \_\_\_\_\_

COURSE OBJECTIVES \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Indicate how this college course supports your Professional Development Plan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Rejected

Reason(s) for rejection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application for reimbursement must be made to the Treasurer by September 1, for course work completed between July 1 and June 30 of the previous school year. The Treasurer shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.

## APPENDIX H

### Miami Valley Career Technology Center Request for Payment of Tuition Reimbursement

Must be completed prior to September 1, for course work completed between July 1 and June 30 of the previous school year.

Name: \_\_\_\_\_ Department: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

University offering course: \_\_\_\_\_

Department: \_\_\_\_\_

\_\_\_\_\_ Letter Grade Received

\_\_\_\_\_ Transcript Attached

\_\_\_\_\_ Receipt documenting paid for course work

\_\_\_\_\_ Treasurer Approval for Payment

\_\_\_\_\_ Rejected

Reason(s) for rejection:

---

---

---

---

Application for reimbursement must be made to the Treasurer by September 1, for course work completed between July 1 and June 30 of the previous school year. The Treasurer shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.